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GREENVILLE: CO. S. C.

BOOK 1274 PAGE 321

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MAY 2 10 54 AM '73
MORTGAGE OF REAL ESTATE
DONNIE S. TANKS TO ALLY WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS, Marshall G. Padgett and Shirley Padgett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Termpplan, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Six thousand nine hundred and sixty dollars no/100
Dollars (\$ 6,960.00) due and payable

in 60 installments of \$116.00 each

with interest thereon from 4/27/73 at the rate of 8% per centum per annum, to be paid: annually

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

All that lot of land in Greenville County, State of South Carolina, on the Southwestern side of Seventh Avenue, Greenville Township, being shown as Lot 236, of Section 1 on the Plat of property of F. W. Poe Manufacturing Company, recorded in Plat Book "Y" at Pages 28-29, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Seventh Avenue, at the joint front corner of Lots 236 and 237, and running thence with the line of Lot 237, S. 48-57 W. 98.5 feet to pin at rear corner of Lot 222; thence with the rear line of Lot 222, S. 41-22 E. 75 Feet to an iron pin at corner of Lot 235; thence with the line of Lot 235, N. 48-57 E. 98.7 feet to an iron pin on Seventh Avenue; thence with the southwestern side of Seventh Avenue, N. 41-32 W. 75 feet to the point of beginning."

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.