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BOOK 1373 PAGE 880

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, William Roy Padgett, Jr. and Catherine P. Padgett,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ida Kate M. Babb

(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 Ten Thousand and No/100-----

Dollars (\$10,000.00) due and payable

as provided in said Note of even date herewith

with interest thereon from date at the rate of six per centum per annum, to be paid: monthly

from the monthly payment, with balance to the principal.

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, and in the Town of Fountain Inn, fronting

approximately 275 feet on the North side of Fairview Street, containing .67 acre, more or less, and bounded by said Fairview Street; property belonging to the United States government (formerly Walter R. Rumminger, formerly Drummond); Albert M. Bailey; Frank M. Pinson; and park belonging to the Town of Fountain Inn.

This being the same lot of land conveyed to the Mortgagors herein by deed of the Mortgagee, to be recorded herewith.* The above property was conveyed to the Mortgagee by deed of E. Inman, Master, and said deed was recorded in the R.M.C. Office for Greenville County, S. C. on December 2, 1938, in Deed Book 195 at Page 190.

This ~~conveyance~~^{mortgage} is made subject to set-back lines, easements and rights-of-way, if any, affecting said property.

(699) 344-4-4

*Recorded July 28, 1976, R.M.C. Office for Greenville County, S. C.; Deed Book 1040
at Page 334.



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.

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