

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

CO. S. C.
1 33 PM '79
RMC ERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS we, James W. Lenhardt and Betty R. Lenhardt

(hereinafter referred to as Mortgagor) is well and truly indebted unto Floyd D. Cudd

(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 and Six-Hundred Eighty-five and no/100** ----- Dollars (\$ 6,685.00) due and payable

IN MONTHLY INSTALLMENTS OF \$150.00 WITH EACH INSTALLMENT TO INCLUDE ITS SHARE OF PRINCIPAL AND AMORTIZED INTEREST, BEGINNING INSTALLMENTS ON SEPTEMBER 15, 1979 AND \$150.00 ON THE 15TH OF EACH AND EVERY MONTH THEREAFTER UNTIL PAID IN FULL
with interest thereon from **8-18-79** at the rate of **nine** per centum per annum, to be paid: **MONTHLY**

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, being known and designated as Lot No. 138, Augusta Acres, as shown on plat thereof recorded in the RMC Office for Greenville County, South Carolina in Plat Book S, Page 201, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the east side of Patton Drive at the joint corner of Lots 137 and 138, and running thence with line of Lot 137 N 72-06 E, 235.2 feet to an iron pin; thence with rear line of Lot 143, S 15-07 E, 140.5 feet to an iron pin; thence with rear line of Lots 139 and 140, S 81-10 W, 231.9 feet to an iron pin on the east side of Patton Drive; thence with Patton Drive, N 17-54 W, 100 feet to an iron pin, the beginning corner.

This is the identical property conveyed to the mortgagors by deed of Larry G. Shaw Builder, Inc. to be recorded on even date herewith, deed dated August 18, 1979. Deed into Larry G. Shaw Builder, Inc. is recorded in Deed Vol. 1060, Page 45, July 7, 1977.

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 such 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 Mortgagee 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 transfer under the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee 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 whatsoever lawfully claiming the same or any part thereof.

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