

MORTGAGE OF REAL ESTATE

JERRY C. SARRATT

Greenville, S.C.

P.O. Box 10293

Greenville, S.C. 29603

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

1979
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WHEREAS, Jerry C. Kennedy

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles L. Huff and Sherrill V. Huff

(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 Twelve Thousand and no/100ths

Dollars (\$ 12,000.00) due and payable

according to the terms of that certain mortgage note of even date

with interest thereon from Oct. 19, 1979 at the rate of ten(10%) per centum per annum, to be paid:

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 Mortgagee 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 certain parcel of land located within the State of South Carolina, County of Greenville, being shown and designated as approximately five acres on a plat of property of H.C. Batson dated October 14, 1961 and recorded in Plat Book ZZ at Page 71-A in the RMC Office for Greenville County, and being more recently described as 5.16 acres, more or less, on a plat of property of Jerry C. Kennedy, dated October 16, 1979, prepared by R.B. Bruce, and being recorded in Plat Book 7-R, at Page 76 in the RMC Office for Greenville County, reference to such recent plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagor herein by deed of Sherrill V. Huff and Charles L. Huff of even date to be recorded herewith.

MORTGAGOR SHALL HAVE THE RIGHT TO PREPAY PRINCIPAL BALANCE AND ACCURED INTEREST WITHOUT PENALTY.

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 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.