

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE S.C.

AMOUNT FINANCED \$5070.71

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

NOV 24 AM '80

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James W. and Bernice Hudgins

(hereinafter referred to as Mortgagor) is well and truly indebted unto Termplan Inc of South Carolina P. O. Box 6521 Station B, Greenville, S.C. 29606

(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 Seven thousand three hundred fifteen dollars and ninety four cents

Dollars (\$ 7315.94) due and payable

in forty eight monthly installments - one installment of one hundred seventy one dollars and ninety four cents and 47 installments of one hundred and fifty two dollars each commencing on 5th day of January 1981 and due and payable on the 5th day of each month until paid in full.

with interest thereon from 11-27-80 at the rate of 19.14 per centum per annum, to be paid:

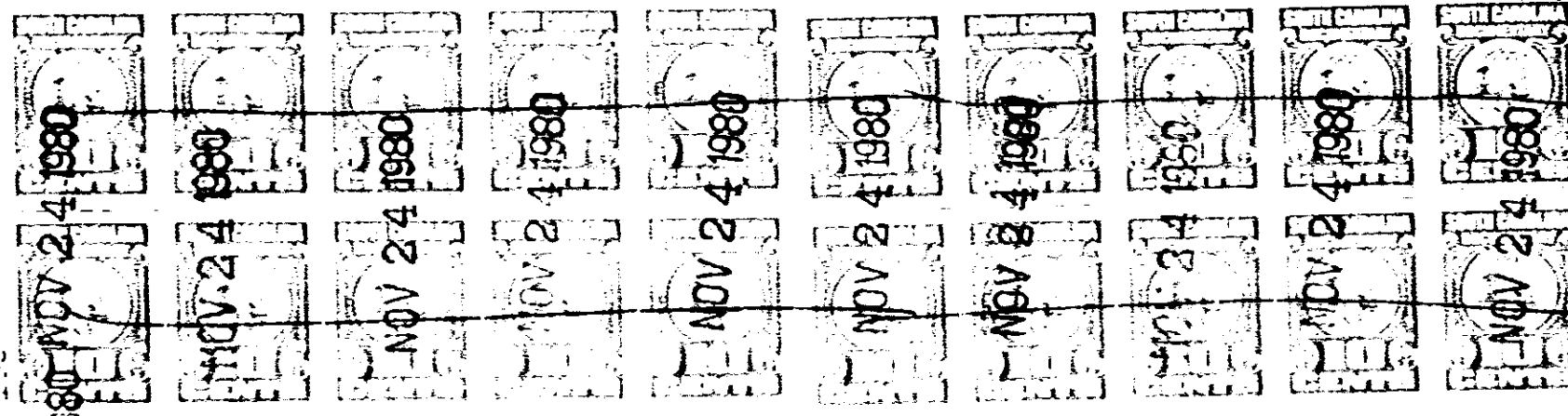
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 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, the Mortgagee's heirs, 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, S.C.

All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon situate, lying and being in the State of South Carolina, County of Greenville, S.C. in Greenville Township, near the Corporate limits of the city of Greenville in tax district 235 and being known and designated as Lot No. 49 of a subdivision of The Village of Mills Mill as shown on a plat thereof made by Piedmont Engineering Service of Greenville, S.C. in June 1954 and recorded in the RMC Office for Greenville County in Plat Book GG at page 60 and 61 and having such metes and bounds courses and distances as shown thereon, reference thereto being had the house on the above lot is known as No. 271 Beacon Street.

Derivation: This is the same property purchased from Mills Mill on June 23, 1954 and recorded at RMC June 26, 1954 at 8:00 A.M.



SC 1405

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 is 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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