

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
SEP 17 3 50 PM '81  
DONNIE TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Eugene H. Bedenbaugh and Mary Helen Bedenbaugh,

(hereinafter referred to as Mortgagor) is well and truly indebted unto David B. Johnson and Marjorie J. E. Johnson  
2764 Fayetteville Highway  
Griffin, Georgia 30223

(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 No/100 ----- Dollars (\$ 6,000.00 ) due and payable

with interest thereon from \_\_\_\_\_ date at the rate of 16% per centum per annum, to be paid:  
as per the terms of said note.

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 being further described as follows:

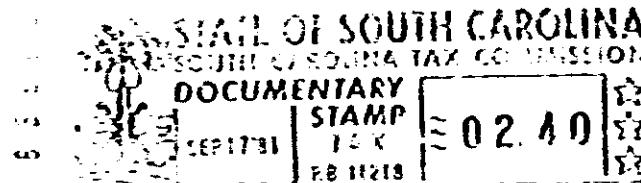
ALL that certain piece, parcel, or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 44, Haselwood Subdivision, Section 3, according to a plat prepared of said subdivision by Dalton & Neves, Engineers, October, 1973, and which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-D, at page 26, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Mellyn Street, joint front corner of Lot 44 and 45 and running thence with the common line with Lot 45, N. 64-29 W. 396.9 feet to a point in the line with property now or formerly belonging to Kerns; thence running with the common line with Kerns, N. 25-56 E. 93.5 feet to a point, joint corner of property now or formerly belonging to Lenora Haselwood; thence running with the common line of property now or formerly belonging by Haselwood and Wade, S. 79-50 E. 365.5 feet to a point on the edge of Mellyn Street; thence running with the edge of said street, S. 11-59 W. 156 feet to a point; thence continuing with the edge of said street, S. 14-56 W. 39.2 feet to a point on edge of said street, the point of beginning.

This is that property conveyed to Mortgagor by deed of Marjorie J. E. Johnson dated and filed concurrently herewith.

This is a second mortgage junior to that of Carolina Federal Savings and Loan Association recorded concurrently herewith and being in the amount of \$37,813.48.

This mortgage is executed and taken pursuant to the provisions of the South Carolina Consumer Protective Code as set forth in Title 37 of The South Carolina Code of Laws, 1976, as amended.



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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