

172-K, 3900 East North Street
Greenville, South Carolina 29615

BOOK 1568 PAGE 652

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REC'D
2 34 PM '82
H.M.C. HENDERSLEY

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
NO TITLE SEARCH

WHEREAS, Marvin F. Henderson, Jr.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Elizebeth M. Henderson

(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

Pursuant to the terms of that certain Promissory Note executed even date herewith and incorporated herein by reference,

~~with interest thereon~~

~~at the rate of~~

~~per annum payable~~

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:

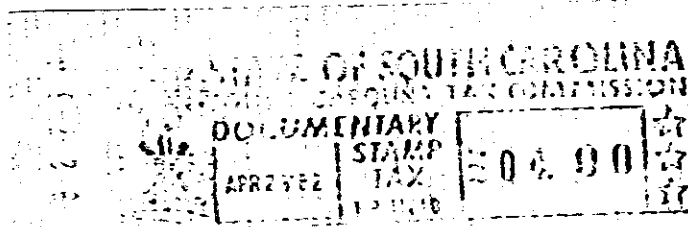
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 35 on plat of SEVEN OAKS, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 4-R, at Page 6, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of E. Woodburn Drive, said pin being the joint front corner of Lots 35 and 36, and running thence with the common line of said Lots, N. 59-31 E. 158.7 feet to an iron pin, the joint rear corner of Lots 35 and 36; thence S. 33-12 E. 103 feet to an iron pin, the joint rear corner of Lots 34 and 35; thence with the common line of said Lots, S. 65-29 W. 166.9 feet to an iron pin on the north-easterly side of E. Woodburn Drive; thence with the northeasterly side of E. Woodburn Drive, N. 27-09 W. 42 feet to an iron pin; thence N. 30-29 W. 43.6 feet to an iron pin at the point of BEGINNING.

This is the same property conveyed to the Mortgagor and Mortgagee herein by deed of Jim Williams, Inc., dated August 15, 1975 and recorded in the R.M.C. Office for Greenville County at Deed Book 1022, at Page 754.

This mortgage is a THIRD mortgage and is junior in priority to that certain mortgage held by Security Federal Savings & Loan dated August 15, 1975 and recorded in the R.M.C. Office for Greenville County on August 15, 1975 in REM book 1346 at page 303 in the original amount of \$38,500 and is also junior in priority to that certain second mortgage held by Household Finance dated January 7, 1977 and recorded in the R.M.C. Office for Greenville County on January 11, 1977 in REM book 1387 at page 96 in the original amount of \$9247.53.

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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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