2125 Greenway Drive, Denton, Texas 76201

FILED
GREENVILLE CO. S.C.

BOOK 1507 PAGE 561

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 10 11 07 AM '83
DONNIE S. TANKERSLEY
R.M.C

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM HARDY AND PEARLIE LEE HARDY

(hereinafter referred to as Mortgagor) is well and truly indebted unto GARLAND J. AVERA

(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 FIVE THOUSAND SEVEN HUNDRED TWENTY-TWO AND 83/100--- ---------- Dollars ($ 5,722.83-) due and payable

pursuant to the terms of the note of even date.

~~with interest thereon from at the rate of 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, 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, in or near Greenville, and being more particularly described as Lot No. 51, Section 1, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina," made by Dalton & Neves, Engineers, Greenville, S. C., February, 1959, and recorded in the Office of the R.M.C. for Greenville County in Plat Book QQ at Pages 56-59. According to said plat the within described lot is also known as No. 4 Bennett Street and fronts thereon 70 feet.

This being the same property conveyed to the Mortgagors by deed from the Mortgagee of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX 02.32

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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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