

Mortgagee's mailing address: 216 Cape Charles Drive, Greenville, S. C. 29605 1529 PAGE 107

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE CAR 2 11 25 AM '81 TO ALL WHOM THESE PRESENTS MAY CONCERN:
SONNIE WANNERSLEY
R.M.C.

WHEREAS, Gerald Padgett

(hereinafter referred to as Mortgagor) is well and truly indebted unto James W. Schempp and Jane Schempp

(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 Sixteen Thousand and No/100

Dollars (\$16,000.00) due and payable

In accordance with the terms of the Note dated December 24, 1980 between the Mortgagor and Mortgagees.

with interest thereon from November 15, 1980 at the rate of ten (10) % per centum per annum, to be paid: On June 24, 1982 or upon the sale of the within described property whichever occurs first.

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 shown on a plat of Holly Tree Plantation, Phase I as Lot 55 and being on the southwestern side of Long Point Way. Said plat was prepared by Enwright Associates and is recorded in the R.M.C. Office for Greenville County in Plat Book 4X at Page 36. Reference is hereby made to said plat for a metes and bounds description of said property.

This is the same property conveyed to the Mortgagor herein by deed of the Mortgagees dated December 24, 1980 and recorded in R.M.C. Office for Greenville County in Deed Book 1139 at Page 686.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY TAX STAMP
1980 NOV 25 10 00 AM

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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