

MORTGAGE OF REAL ESTATE—Office of WILLIAM S. HENRY, ATTORNEYS AT LAW, GREENVILLE, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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R.M.C. HENLEY

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
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WHEREAS, Mary B. Padgett and H. Duncan Padgett, Jr.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. A. Holder and Lucille Holder

(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 Twenty Thousand Seven Hundred Sixty-One and 59/100

Dollars (\$ 20,761.59) due and payable

in the following manner: The principal indebtedness, together with accrued interest, shall be paid in full on the date of closing of property owned by H. Duncan Padgett, Jr., and Mary B. Padgett at 5111 Victoria Avenue, North Charleston, South Carolina, or six months from the date hereof, or whichever date shall occur first,

... interest thereon from date at the rate of twelve per centum per annum, to be paid: at maturity until paid in full; all interest not paid when due to bear interest at same rate as principal

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 mortgage when of its force 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

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. 41, Avondale Forest Subdivision, Section 1, according to a plat prepared of said subdivision by Piedmont Engineers & Architects, July 3, 1964, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book RR, at Page 186, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Pryor Road, joint front corner with Lot 40, and running thence with the common line with said Lot, N. 49-53 E. 138.4 feet to a point in the common line with Lot 35; thence running with the common line with Lots 35 and 34, S. 41-16 E. 125 feet to a point, joint rear corner with Lot 42; thence running with the common line with said Lot, S. 46-10 W. 115.6 feet to a point on the edge of Pryor Road; thence running with the edge of said Road, N. 50-10 W. 80 feet to a point on the edge of said Road; thence continuing with the edge of said Road, N. 52-15 W. 55 feet to a point on the edge of said Road, the point of Beginning.

The within property is the identical property conveyed to the Mortgagors herein by the Mortgagees herein of even date herewith and which said deed is being recorded simultaneously with the recording of the within instrument.

Notwithstanding any of the provisions contained herein, it is agreed that the Mortgagors hereof shall in the event of default of any of the provisions hereof, have thirty (30) days to cure said default prior to the commencement of any action on the within mortgage for the enforcement of its provisions.

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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 electric 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee 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 whatsoever lawfully claiming the same or any part thereof.

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