# 11 E D MORTGAGEE'S MAILING ADDRESS: CPS Q. Box 486, Simpsonville, S. C. 29681 30081516 PAGE 272 JUL 2 3 00 PH '81

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BOWN ERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN.

Kendall Everett A. /and Sandra M. Kendall WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Peggy S. Langston

(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

Ninety Thousand and No/Cents------Dollars (\$ 90,000.00 ) due and pavable

\$947.91 on the first day of August, 1981 (with a ten day grace period) and the sum of \$947.91 on the first day of each and every succeeding calendar month thereafter, until paid in full; said payment shall be applied first to interest and then to the remaining principal, balance due from month to month, together

date with interest thereon from As shown above

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12% 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, on the south-

western side of Hammond Road, being known and designated as a major portion of Lot Number 5 and a small adjoining portion of Lot Number 4 of a Subdivision known as Standing Springs - Section II as shown on Plat thereof being recorded in the RMC office for Greenville County in Plat Book 4-F at Page 31, and having according to a more recent survey prepared for Everett A. Kendall and Sandra M. Kendall, by Jones Engineering Service dated June 2, 1981 and recorded in the RMC office for Greenville County in Plat Book \$ Q at Page 43 the following metes and bounds to wit:

Beginning at a nail and cap in the center of Hammond Road which point lies 815.9 feet north of West Georgia Road and running thence with a new line through Lot Number 4, S66-33W 506.7 feet to an iron pin, thence N52-01W 162 feet to an iron pin, thence N52-28W 145.23 feet to an iron pin, thence S53-11W 145 feet to an iron pin, thence continuing to the center of a branch as the property line; thence following the meanders of said branch in a north-westerly direction as property line, the chord of which is N46-49W 20 feet to an iron pin; thence leaving the center of said branch and running to an iron pin; thence continuing N53-11E 331.38 feet to an old iron pin along the line of property now or formerly owned by Johnson, thence with Johnson's line N65-43E 518.4 feet to a nail and cap in the center of Hammond Road, thence with Hammond Road S21-14E 100.6 feet to a nail and cap, thence continuing with the center of Hammond Road S15-26E 239.7 feet to a nail and cap in Hammond Road at the point of beginning.

Said property is the same conveyed to the mortgagors by the mortgagee by Deed of even date herewith which is now being recorded at the RMC Office for Greenville County.

Should the mortgagors sell the above described property, without first obtaining the written consent of mortgagee, mortgagee shall have the absolute right to declare the entire balance of within mortgage due and payable in full.

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.