800×1586 PAGE 88 LONG, BLACK & GASTON 42 PH 187 MORTGAGE OF REAL ESTATE ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

> JERRY W. HENRY AND PHYLLIS S. HENRY WHEREAS,

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

MILDRED K. HART

(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 FIVE THOUSAND DOLLARS AND NO/100----- Dollars (\$ 25,000.00) due and payable

IN ACCORDANCE WITH THE TERNS OF THE NOTE OF EVEN DATE HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

date with interest thereon from

at the rate of

per centum per annum, to be paid: as set forth

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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 21, North Acres as per plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book EE, Page 13, and having, according to a more recent survey prepared by Preeland and Associates, dated November 9, 1982, entitled "Property of Jerry W. Henry and Phyllis S. Henry, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots 20 and 21 and running thence S. 10-50 E. 100.0 feet to an iron pin; thence with the rear line of Lot 21, S. 79-10 W. 90.0 feet to an iron pin; thence with the line of Lot 22, N. 10-50 W. 100.0 feet to an iron pin; thence with Neal Circle N. 79-10 E. 90.0 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of Mildred K. Hart, dated November 10, 1982, and recorded simultaneously herewith.

Mortgagee's Address: 216 Rodney Avenue Greenville, S. C.

THIS MORTGAGE AND THE NOTE IT REPRESENTS ARE ASSUMABLE

MENIARY FOR THE CONTROL ON NUMBER STATES

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.