

FILED
GREENVILLE CO. S. C.

BOOK 1179 PAGE 399

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 29 2 02 PM '71

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Audrey J. Griffith and Irene J. Griffith

(hereinafter referred to as Mortgagor) is well and truly indebted unto John W. Hudgens:

(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-three hundred ----- Dollars (\$ 9,300.00) due and payable
in installments of seventy-five and 47/100 (\$75.47) dollars commencing on the first day of
February, 1971, and continuing on the first day of each month thereafter until the principal
and interest are fully paid

with interest thereon from date at the rate of six (6) 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, being known and designated as lot No. 196 of Paramount Park, a plat of which is recorded in the R. M. C. Office for Greenville County, State of South Carolina, in Plat Book W, at page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Crosby Circle at the joint front corner of Lots Nos. 195 and 196 and running thence along the joint line of said lots, S 26-00 E. 150 feet to an iron pin; thence N. 64-00 E. 70 feet to an iron pin; thence along with the line of Lot No. 197, N-26-00 W. 150 feet to an iron pin on the southeast side of Crosby Circle; thence with the southeast side of Crosby Circle, S. 64-00 W. 70 feet to the point of beginning.

This property is known as 435 Crosby Circle.

In addition to the monthly payment of \$75.47 to be applied to the principal and interest, the mortgagors agree to pay all taxes, special assessments, fire and other hazard insurance premiums.

Any deficiency in the amount of the aggregate monthly payment, shall, unless made good by the Mortgagors prior to the date of the next monthly payment, constitute an event of default under this mortgage. The mortgagee may collect a "late charge of two cents (2¢) for each one dollar (\$1) of each payment more than fifteen days (15) days in arrears to cover the extra expense involved in handling delinquent payments

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.