

FILED
GREENVILLE CO. S. C.

LEATHERWOOD, WALKER, TODD & MANN
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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 27 12 08 PM '73
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LEWIS B. PADGETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto CHARLES E. UPCHURCH

(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

One Thousand Two Hundred Fifty and 00/100----- Dollars (\$1,250.00) due and payable
on demand,

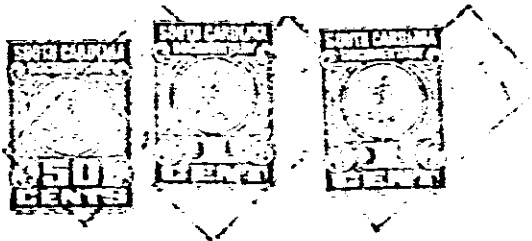
with interest thereon from date at the rate of seven (7) per centum per annum, to be paid: On demand.

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, City of Greenville, on the north side of East Avenue, having the following metes and bounds to-wit:

BEGINNING at an iron pin on the north side of East Avenue 103' 4" from the intersection of McCee Street and running thence N. 21-45 W. 155 feet to a pin on a 10 foot alley; thence with said alley S. 80 W. 51 feet 8 inches to an alley; thence with said last named alley S. 21-45 E. 155 feet to a pin on East Avenue; thence with said avenue N. 80 E. 51 feet 8 inches to the point of beginning.



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 of the plantings, and planting fixtures now or hereafter attached, sown, sowed, or sown thereon 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 herebefore described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or otherwise dispose of the same, and that the premises are free and clear of all liens and encumbrances except as provided for in the Mortgage. 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 who may lawfully claim by the same or any part thereof.