

MORTGAGE OF REAL ESTATE

JAMES W. FAYSSOUX, P.A.

BOOK 1575 PAGE 218

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JUL 17 2 30 PM '82
JOHN W. WATSON, CLERK

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Kenneth P. Padgett and Linda H. Padgett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Loulie Latimer Owens and Mary Sue Latimer Wesberry

(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 Forty Eight Thousand and No/100-----

Dollars (\$ 48,000.00) due and payable

AS STATED IN NOTE OF EVEN DATE.

with interest thereon from _____ 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, 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 Greenville, in the City of Greenville, consisting of portions of Lots 3 and 4 of the J. B. League property and an unnumbered lot lying to the rear of the aforesaid portions of Lots 3 and 4 with all three parcels being described as a whole in accordance with a plat entitled "Property of Leon M. Latimer" prepared by Piedmont Engineering Service, dated July 6, 1955, and recorded in Plat Book II, at Page 159 and having such metes and bounds as appear by reference to such recorded plat. The subject property fronts on the Northerly side of West Faris Road, a distance of 100 feet.

This being the same property acquired by the Mortgagors by deed of Loulie Latimer Owens and Mary Sue Latimer Wesberry dated June 17, 1982 and to be recorded herewith.

Any installment not paid within thirty (30) days after due date shall require an additional late payment penalty of five (5%) per cent of the total payment.

In the event the Mortgagors should attempt to sell or otherwise convey the subject property without the prior written consent of the Mortgagees, the entire obligation shall become immediately due and payable at the option of the Mortgagees. The creation of a subordinate lien, transfer to a spouse, and transfer by devise shall not be considered as a transfer under the terms of this obligation.

MORTGAGEES' MAILING ADDRESS: C/O W. Allen Reese
P. O. Box 569
Greer, South Carolina 29652

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DOCUMENTARY
JUL 17 1982
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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 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 is 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.

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