

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS,

W. WAYNE BAGWELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILTON M. CHANDLER

(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 AND NO/100----- Dollars (\$ 25,000.00) due and payable in monthly installments of \$209.12 each, for a period of twenty (20) years, beginning March 1, 1978,

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: monthly

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 located on the westerly side of Fairview Road and having, according to plat of property of Eugene J. Myers Estate, dated November 26, 1971, revised March 22, 1972 and April 20, 1972, prepared by C. O. Riddle, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Fairview Road at the joint corner of property of Fred L. Coley and running thence with the western side of said road S. 5-04 W. 386.7 feet to an iron pin; thence S. 88-45 W. 1296.3 feet to an iron pin; thence N. 1-29 E. 167.8 feet to an old iron pin in the line of property of Coley; thence with the line of the said Coley property N. 79-30 E. 1348.7 feet to the beginning corner, containing 8.26 acres, more or less.

Being the same property conveyed to the mortgagor herein by deed of Marvin R. Myers, Executor, dated June 30, 1973, recorded July 2, 1973, in the RMC Office for Greenville County in Deed Volume 978 at page 117.

GCTO -----3 JAS 1 78 224

RECEIVED
TAX
1978

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.

4328 RV-21