

N.E. Main Street, Simpsonville, S.C.

1422-892

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

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE & LAURENS }

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

WHEREAS, Tommy H. Bagwell and Frances T. Bagwell

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

William H. Chapman, William F. Davis and Wade H. Shealy

(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 -----

-----TWELVE THOUSAND AND NO/100 ----- Dollars (\$ 12,000.00) due and payable in monthly installments of \$114.68 each, for a period of fifteen years, the first payment due March 1, 1978,

with interest thereon from _____ date at the rate of eight (8%)r 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, also partially in Laurens County, State of South Carolina, being known and designated as Lot No. 5 on plat of property of BENTTREE RANCHETTES, formerly Bonds property, prepared by J.L. Montgomery, III., dated April, 1973, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point in the center of County Road, which point is located S. 62-58 E., 20 feet from iron pin on the Westerly edge of said road at the joint front corner of Lots Nos. 5 and 6, and running thence with the joint line of said lots N. 62-58 W., 1076.8 feet to an iron pin at the joint rear corner of said lots in line of property now or formerly of Jones; thence with the line of said Jones property N. 8-49 E., 145.0 feet to an iron pin; thence N. 17-28 E., 123.1 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence with the joint line of said lots S. 68-19 E., 1082.0 feet to a point in center of County Road, passing over iron pin 20 feet back on line; thence with the center line of County Road S. 18-10 W., 74.6 feet to a point; thence continuing with the center line of said County Road, S. 16-24 W., 291.2 feet to the beginning corner. Containing according to said plat, 7.9 acres, more or less.

Being the same property conveyed to the mortgagors herein by mortgagees, by deed of even date herewith, to be recorded.

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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 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.

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