

MORTGAGEE: BELL FEDERAL ESTATE - BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 4 2 39 PM '78 MORTGAGE OF REAL ESTATE
ONNIE S. TANKERSLEY
R.M.C. ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Michael Harp

(hereinafter referred to as Mortgagor) is well and truly indebted unto Alvin C. Wagner

(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 Five Thousand and No/100-----

----- Dollars (\$ 5,000.00) due and payable
on or before two (2) years from date

with interest thereon from date at the rate of thirteen per centum per annum, to be paid quarterly.

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 Mortgagee 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, conveyed, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

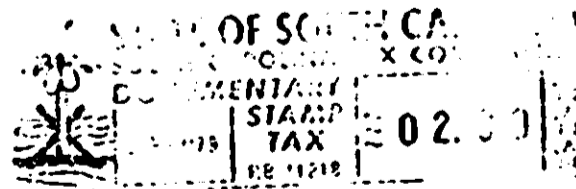
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as a portion of Lot 29, KING ACRES Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book YY at Page 153, and according to a more recent survey prepared by Carolina Surveying Company, dated April 15, 1977, and recorded in the RMC Office for Greenville County in Plat Book 6-B at Page 74, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at a point on the edge of Bent Creek Drive, joint corner with Lot 30 and running thence S.34-59 E. 178.7 feet to a point; thence S.48-20 W. 160 feet to a point, joint rear corner of Lot 28; thence running with the common line of Lot 28, N.08-02 W. 186.5 feet to a point on the edge of Bent Creek Drive; thence running with said Drive, N.32-28 E. 80.8 feet to a point on the edge of said Drive, the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Daniel G. Linthicum, Jr. and Rhonda W. Linthicum recorded in the RMC Office for Greenville County in Deed Book 1032 at Page 249 on November 17, 1978.

THIS mortgage is subject to that certain first mortgage lien to Bell Federal Savings and Loan Association of Inman, dated April 18, 1977, recorded in the RMC Office for Greenville County in Mortgage Book 1394 at Page 582 and having an approximate present balance of \$28,780.84.

THE mailing address of the Mortgagee herein is 3276 Fitzgerald Circle, Marina, California 93933.



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 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 hereinafove 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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