

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAR 23 1 03 PM '78
DORRINE S. TANKERSLEY

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 **BANKERS TRUST**

(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-TWO THOUSAND and NO/100-----Dollars (\$ 42,000.00) due and payable in 120 monthly installments of \$578.55 each with payments applied first to interest then to principal.

with interest thereon from **date** at the rate of **11%** 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**, in the Town of **Simpsonville**, being located on the Southwesterly edge of N. Main Street (S.C. Highway 14 and 417), and having the following metes and bounds, to-wit: BEGINNING at an old iron pin on the Southwesterly edge of N. Main Street at the joint front corner of property, now or formerly, of Cantrell and running thence with the Southwesterly edge of N. Main Street, S. 35-09 E. 73.08 feet to an iron pin; thence with line of other property now or formerly of Wilton M. and Mary Ann W. Chandler, S. 51-34 W., 215.5 feet to an iron pin in the center line of SCL Railroad; thence with the center line of SCL Railroad, N. 43-13 W., 76 feet to an old iron pin at the joint rear corner with property, now or formerly of Cantrell; thence with Cantrell line N. 52-16 E., 226 feet to the beginning corner. Being the same property conveyed to the Mortgagor herein by deed of Wilton M. and Mary Anne W. Chandler, recorded in the RMC Office For Greenville County in Deed Volume 1072 at page 844.

ALSO: ALL that piece, parcel or lot of land situate, lying and being on the southwestern side of an unnamed street and on the southwestern side of the Seaboard Coastline Railroad in the Town of Simpsonville, Greenville County, S.C., being shown and designated on a plat of a survey for William Myers made by C.O. Riddle, Surveyor, dated September, 1969, recorded in the RMC Office for Greenville County in Plat Book 5B at page 91 and having according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin located in the pavement of an unnamed street (said iron pin being located 25 feet in a southwesterly direction from the center line of the Seaboard Coastline Railroad) and running thence S. 55-35 W. 25 feet to an iron pin on the southwestern edge of said unnamed street; thence with the line of property now or formerly belonging to Scarsdale Subdivision, S. 35-35 W. 207.3 feet to an iron pin; thence with property now or formerly belonging to W.M. Smith, S. 33-19 E. 232.7 feet to an iron pin; thence along property now or formerly of Smith and along property now or formerly of Snow N. 55-18 E. 232.3 feet to an iron pin in pavement of said unnamed street thence along said unnamed street N. 33-19 W. 231.6 feet to an iron pin, the point of beginning. This being the same property conveyed to the Mortgagor herein by deed of Mohammed Nasim as Trustee for Jimmy C. Langston, et al recorded in Deed Volume 1018 at page 678, May 22, 1975.

ALSO: ALL my right, title and interest in and to All that piece, parcel(cont)

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 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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