

GREENVILLE FILED

900-1831 PAGE 587

MORTGAGE OF REAL ESTATE--Office of WILLIAMS & HENRY, ATTORNEYS AT LAW, GREENVILLE, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

OCT 20 1 42 PM '83  
R.M.C. OFFICE

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

WHEREAS, Charles Bagwell and Wanda Bagwell, whose address is 33 Henry Street, Dunean Mills, Greenville, South Carolina,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ferguson Enterprises, Incorporated, a Virginia Corporation,

(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 Three Hundred Thirty-Three and 34/100----- Dollars (\$12,333.34 ) due and payable in the following manner: One Thousand and No/100 (\$1,000.00) Dollars shall be paid on November 20, 1983, and a like sum shall be paid on the same date in each succeeding month thereafter until the aforesaid indebtedness, together with interest, shall be paid in full, all payments to be applied first to interest, with the balance, if any, to be applied to principal,

Interest thereon from date at the rate of fourteen 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, 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~~

ALL that piece, parcel or lot of land with the improvements thereon, situate, lying and being in Dunean Mills Village, Greenville County, South Carolina, and being more particularly described as Lot No. 15, Section 6, as shown on plat entitled "Subdivision for Dunean Mills," Greenville, South Carolina, made by Pickell & Pickell, Engineers, Greenville, South Carolina, on June 7, 1948, revised June 15, 1948, and August 7, 1948, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book S, at Pages 173-177, inclusive. According to said plat the within described lot is also known as No. 33, Henry St., and fronts thereon 55 feet.

The within property is the identical property conveyed to Charles Bagwell and Wanda Bagwell by deed of Garland L. Tipton and Donna S. Tipton, dated June 24, 1971, which said deed is recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 919, at Page 17.

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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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