

MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S.C.
FILED
4 12 1984
R.M.C. ASLEY

MORTGAGE OF REAL ESTATE

PL 1640 PAGE 700

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Robert A. Bagwell and Willie Harkins

(hereinafter referred to as Mortgagor) is well and truly indebted unto William M. Elmore and Lois D. Elmore

(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 **Ninety-five Thousand and No/100** Dollars (\$95,000.00) due and payable as follows:

One Thousand Two Hundred Five and 24/100 (\$1,205.24) Dollars on the first day of January, 1984, and One Thousand Two Hundred Five and 24/100 (\$1,205.24) Dollars on the first day of each and every month thereafter until December 1, 1996, when the entire balance of unpaid principal and interest will be due and payable. Payment is to be applied first to the interest, and then to the principal, with interest thereon from date at the rate of 12 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 heirs, successors and assigns:

ALL those pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, on the Southern side of U.S. Highway 123 according to a plat of "Property of Lois D. Elmore", dated January, 1967, prepared by C. O. Riddle, RLS, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book PPP at Page 65, and according to a plat of "Survey for Salvage Sales Co.", dated February 8, 1972, prepared by Carolina Surveying Co., recorded in said R.M.C. Office in Plat Book 4-Y at Page 140, and being more fully described according to said plats as follows:

BEGINNING at an old iron pin on the Southern side of U.S. Highway 123 as shown on the above mentioned plat of "Property of Lois D. Elmore" and running thence along a line of part of Lot No. 2, S. 4-46 W. 300 feet to an iron pin; thence along a line of part of Lot No. 3, N. 85-20 W. 120 feet to a point; thence N. 4-40 E. 300 feet to a point on the Southern edge of U.S. Highway 123 (New Easley Highway); thence along the Southern edge of said Highway, S. 85-20 E. 120 feet to the beginning corner and being the same property described in a deed from Lois D. Elmore to Robert A. Bagwell and Willie Harkins, dated December 20, 1983, and recorded herewith.

It is specifically agreed that payment on the debt as evidenced by the Note which this Mortgage secures may be anticipated in any amount at any time without penalty.

The Mortgagees mailing address is: 12 Leacroft Drive, Greenville, South Carolina 29615.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY TAX
\$ 38.00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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