

FILED

JUN 25 1984

VOL 1000 PAGE 121

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

WHEREAS, Floyd Ray Wagner and Shirley Jean Wagner

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

James E. May, Route 7, Box 710, Easley, SC 29640

(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

Three Thousand and No/100----- Dollars (\$ 3,000.00 ) due and payable

in equal monthly installments of \$31.60 per month for a period of thirty (30) years, with the first monthly payment of \$31.60 to be due and payable on July 18, 1984, and then \$31.60 on each and every succeeding month on the 18th day until entire sum is paid in full with interest thereon from date at the rate of twelve per centum per annum, to be paid: per terms hereinabove

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, and being known and designated as Lot 11 on Plat of Riverside, Block Z, recorded in the RMC Office of Greenville County in Plat Book K at page 283, and resurveyed by James R. Freelan, RLS & PE 4781 on May 2, 1983, reference to which plat is hereby made for a more complete and accurate description and being thereon more fully described according to said plat as follows, to-wit:

"BEGINNING at an iron pin on Highlawn Ave., joint front corner with Lots 10 and 11, and running thence along Highlawn Ave. S79-57E 50.0 ft. to an iron pin, joint front corner with Lots 11 and 12; thence leaving Highlawn Ave. and running thence along property of Lot 12 S10-15W 125.0 ft. to an iron pin on edge of 15 ft. alley; thence running along alley N79-57W 50.0 ft. to an iron pin; thence running along property of Lot 10 N10-15E 125.0 ft. to an iron pin, the point of BEGINNING."

THIS BEING THE SAME PROPERTY conveyed unto the Mortgagors herein by deed of James E. May dated June 18, 1984 and recorded June 25, 1984 in Deed Book 1215 at Page 579 in the RMC Office for Greenville County, South Carolina.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
JUN 25 1984 TAX 301.20

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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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