

REAL ESTATE MORTGAGE

VOL 1679 PAGE 848

THE STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

TO ALL WHOM THESE PRESENTS MAY CONCERN: Rickey, E. Bagwell and Wilma M. Bagwell

of the County of Greenville, State of South Carolina, hereinafter called the Mortgagors, send greeting:

WHEREAS, the said Mortgagors are justly indebted to Luthi Mortgage Co, Inc a hereinafter called the Mortgagee, and have given their promissory Note therefore bearing even date herewith, whereby they have promised to pay to the Mortgagee in accordance with its terms the Actual Amount of Loan of \$ 2,200.00 together with interest on unpaid balances, it being hereby expressly agreed that upon default in the payment of said note or of any charge in connection therewith, or of insurance premiums, taxes or assessments or in the performance of any of the requirements herein contained as to taxes or insurance or of any of the other conditions hereof, the Mortgagee shall have the right to declare immediately due and payable the entire unpaid principal balance hereof and accrued interest thereon, and to proceed, without notice, to enforce the collection of same as provided therein, together with a reasonable attorney's fee up to 10% of said unpaid balance for any litigation concerning the debt, and all other amounts secured hereby.

NOW KNOW ALL MEN That the Mortgagors, in order better to secure the payment of the note above mentioned in accordance with its terms, and all other sums mentioned therein or herein, to the Mortgagee, and also in consideration of the further sum of TEN DOLLARS to the Mortgagors in hand well and truly paid by the Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real property:

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, In the town of Simpsonville, being known and designated as Lot No. 174, Sheet 1, Section 2 of WESTWOOD SOUTH Subdivision as shown by plat prepared by Piedmont Engineers and Architects and Planners, recorded in Plat Book 7C at pages 65 and 66. Reference to said plat is hereby craved for a more particular description.

This conveyance is made subject to the restrictive covenants affecting Section 2, Sheet 1, of Westwood South Subdivision, said restrictive covenants being recorded in the RMC Office for Greenville County, South Carolina in Deed Volume 1113 at page 115. This conveyance is also made subject to any restrictive covenants, building setback lines and rights-of-way and easements which may affect the above described property.

This being the same property conveyed to the Mortgagors by deed dated July 22, 1981 in Deed Book 1152 page 232, and recorded in the RMC Office for Greenville County on July 22, 1981. Builders and Developers Inc.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

(CONTINUED ON NEXT PAGE)

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns, forever.

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