MORTCAGE OF REAL ESTATE-Prepared by WILKINS, & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WE, PAUL WILLIAM SMALLRIDGE & KAREN A. SMALLRIDGE WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. WALTER BAGWELL

(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

\_\_\_\_\_ Dollars (\$ 30,000.00) due and payable THIRTY THOUSAND -----\$294.04 on June 1, 1980 and a like amount on the first day of each and every month thereafter up to and including April 1, 1983 and the entire principal sum and accrued interest being due and payable on the first day of May, 1983

date with interest thereon from

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, the Mortgagoe'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 Greenville, in the city of Greenville, on the northern side of Primrose Lane, being known and designated as Lot No. 65, as shown on plat of NORTHSIDE GARDENS, recorded in RMC Office for Greenville County in Plat Book S at page 17, and more particularly described, according to said plat as follows:

Beginning at an iron pin in the northern side of Primrose Lane, joint front corner of Lots 64 and 65, and running thence with joint line of said lots, N. 9-15 W. 200 feet to an iron pin; thence N. 80-45 E. 90 feet to an iron pin, rear corner of Lot 66; thence with line of said Lot S. 9-15 E. 170.5 feet to an iron pin in the northern side of Primrose Lane at the intersection of Lullwater Road; thence with curve of said Lane, the chord of which is S. 54-54 W. 66.8 feet; thence still with said Lane, S. 80-45 W. 30 feet to the point of beginning.

This is the same property conveyed to mortgagors by mortgagee by deed of even date herewith, to be recorded.

The mortgagors have the right to repay the entire amount on this mortgage at any time without penalty.

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Mortgagee address:

115-B Woodbridge Apts

151 Century Drive Greenville, S. C.

Together with all and singular rights, members, hereditiments, 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, Le 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 Martgager 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 Mortgager further covenants to warrant and frever defend all and singular the sail premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

ACTOR OF THE PERSON AS A PERSO

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