

DONNIE S. TANKEASLEY
R.N.C.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

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

WHEREAS, Jere M. Wagner and Marcelle F. Wagner

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

C. H. Stevens, as Trustee

(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 Twenty-Two Thousand Five Hundred Twenty-Eight and

No/100 - - - - - Dollars (\$ 22,528.00) due and payable

on or before three and one-half (3½) years from date hereof with
no penalty for pre-payment

with interest thereon from date hereof at the rate of eight per centum per annum, to be paid: annually

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 ^{tract} of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Butler Township, and as shown on Plat of Property of Jere M. Wagner and Joy F. Wagner made February, 1974, by Dalton & Neves, Engineers, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the line of Lot No. 8, 300 feet from Rolling Green Circle; and running thence N. 67-00 E. 100 feet to an iron pin; thence S. 26-13 E. 850.5 feet to an iron pin; thence S. 66-10 W. 762 feet to an iron pin; thence N. 34-00 W. 434 feet to an iron pin on Rolling Green Circle thence along the curve of Rolling Green Circle N. 39-00 E. 400 feet to an iron pin; thence continuing along the curve of Rolling Green Circle N. 12-00W. 145 feet to an iron pin; thence S. 79-22 E. 319.05 feet to an iron pin; thence N. 12-00 W. 280 feet to an iron pin, the point of beginning, less right-of-way to Greenville County Sewer Authority for sanitary sewer containing .5 acres as shown on plat referred to above.

904



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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