MORTGAGE
(Individual)

vol. 1677 nia 40

عافق المارات المتكاورة ويهجر مراسان

WHEREAS. William A. Owen and Dorothy L. Owen

(hereinafter called the mortgagor), in and by his

certain note of even date, stands firmly held and bound unto Margarete P. Bigalke

(hereinafter called the mortgagee) for the payment of the full and just sum of Thirty Thousand and NO/100

(\$ 30,000.00 ) Dollars, payable

, with the entire balance, if not sooner paid, being due

August 15 19 94, with interest, as in and by the note, reference being had thereto, will more fully appear.

NOW, KNOW ALL MEN BY THESE PRESENTS: That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the mortgagee according to the condition of the note, and also in consideration of the further sum of THREE (\$3.00) DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its/his successors, heirs and assigns, the real property described as follows:

All that certain piece, parcel, or lot of land in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 95, on plat of Section Three, Wade Hampton Gardens, recorded in the RMC Office for Greenville County, S.C. in Plat Book "YY", at Page 179, and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the easterly side of Balfer Drive, joint front corner of Lots Nos. 95 and 96, and running thence with line of said lots S. 88-13 E. 110 feet; thence with line of Lot No. 123 S. 9-49 E. 151.3 feet to an iron pin on the northerly side of Leyswood Drive; thence with the northerly side of said Drive S. 74-33 W. 110 feet to an iron pin; thence on the radius of a curve, the chord of which is N. 54-17 W. 31.5 feet to an iron pin on the easterly side of Balfer Drive; thence with the easterly side of said Drive N. 3-47 W. 73.8 feet to an iron pin; thence continuing with said Drive N. 0-28 E. 90 feet to an iron pin, the point of beginning.

DERIVATION: This is the same property conveyed to the mortgagors by deed of mortgagee recorded simultaneously herewith.

STATE OF SOUTH CAROLINA
SOUTH CAPOLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX E 0 9. 0 0 2

Mortgagee's Address:

7154 Caledonia Lane, Columbia, SC 29209

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the premises unto the mortgagee, its/his successors, heirs and assigns forever.

AND the mortgagor does hereby bind himself and his hers and successors to warrant and forever defend all and singular the premises unto the mortgagee, its/his successors, heirs and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties that the mortgagor, his heirs and successors and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount not be less than the sum shown above, with such company as shall be approved by the mortgagee, its/his successors, heirs and assigns, and shall deliver the policy to the mortgagee; and in default thereof, the mortgagee, its/his successors, heirs or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof, together with interest thereon at other rate provided in the note from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the mortgagee, its/his successors, heirs and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the parties, that if the mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assessments upon the premise when they shall first become payable, then the mortgagee, its/his successors, heirs or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

AND IT IS AGREED, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the mortgagee, its/his successors, heirs or assigns, although the period for the payment thereof may not then have expired.