

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

JUL 10 4 54 PM '77

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ELIZABETH RIDDLE  
R.M.C.

WHEREAS, HARRY B. MOONEY, SR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto THEODORE T. WAGNER AND MINNIE H. WAGNER, AS TRUSTEES FOR THE WAGNER TRUST,

(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 -----

NINETEEN THOUSAND FIVE HUNDRED AND NO/100THS--Dollars (\$19,500.00.--) due and payable

AS SET FORTH IN SAID NOTE.

with interest thereon from date at the rate of seven 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 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, City of Greenville, located at the Northeast corner of the intersection of Townes Street and Ashley Avenue, and having the following courses and distances, to-wit:

BEGINNING at the Northeast corner of said intersection, and running thence along the East side of Townes Street N. 11-26 E. 100 feet to an iron pin; thence S. 66-29 E. 84.3 feet to a point; thence S. 8-36 W. 104 feet to an iron pin; thence along the Northeast side of Ashley Avenue N. 64-25 W. 90 feet to the point of beginning.

THIS mortgage is executed and delivered to the mortgagees herein pursuant to the authority granted them as Trustees for the Wagner Trust, the Wagner Trust Agreement being duly recorded in the RMC Office for Greenville County in Deed Book 690 at Page 75 (See Paragraph 4 of said Agreement).

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.