MORTGAGE OF REAL ESTATE-Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C. JUN 25 1980 D STATE OF SOUTH CARQLINA facile & Tacketski COUNTY OF GREENVI

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, JAMES C. BAGWELL and MARY E. BAGWELL

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

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Thirteen Thousand and no/100 -----_______ Dollars (\$ 13,000.00) due and payable

in equal monthly installments of \$ 143.26 on the 5th day of each and every month, commencing August 5, 1980 until paid in full; payments applied first to interest, balance to principal.

with interest thereon from date at the rate of 12% per centum per annum, to be paid

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, known and designated as Lot No. 14 on Air Base Highlands and according to a plat recorded in the RMC Office for Greenville County in Plat Book Z at Page 195, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern intersection of the road to Bethuel Church and Ace Avenue and running thence S. 0-51 E. 124.3 feet to an iron pin; thence S. 89-13 E. 50 feet to an iron pin at the joint rear corner of lots no. 13 and 14; thence N. 0-51 W. 144.3 feet to an iron pin on the southern side of the road leading to Bethuel Church; thence along the southern side of the road leading to Bethuel Church; thence along the southern side of said road, S. 68-32 W. 53.75 feet to an iron pin, the point of beginning.

Being the same property acquired by Mortgagors by deed of even date of Dora Banks Sherman, to be recorded simultaneously herewith.

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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.

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