

MORTGAGEE'S ADDRESS:

Rt 4, Box 217
Piedmont S.C. 29673

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.
APR 2 4 00 PM '82
HARRISLEY

BOOK 1567 PAGE 194

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James C. Bagwell and Mary Elizabeth Bagwell

(hereinafter referred to as Mortgagor) is well and truly indebted unto William B. Hughey

(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

SEVEN THOUSAND ONE HUNDRED TWENTY THREE AND 56/100 -----Dollars (\$ 7,123.56) due and payable

in 60 monthly installments of \$165.80 each beginning May 1, 1982 and a like amount on the first (1st) day of each month thereafter until paid in full. (5 years)

with interest thereon from date at the rate of 14% 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:

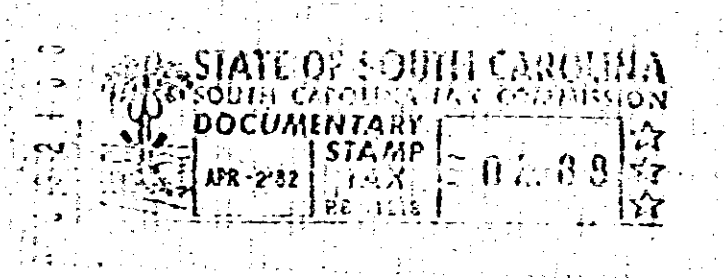
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the Northern side of Gordon Street near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as the rear portion of Lot No. 8 on a plat entitled "Property of Eliza T. Looper", prepared by R. E. Dalton, Engineer, dated December, 1924, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book H at Pages 159-160 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Gordon Street at a point 150 feet East of the Northeastern point of the intersection of Gordon Street with Washington Avenue, said point being at the joint front corner with Lot No. 7; thence with the line of Lot No. 7 N. 22-0 W. 58 feet to an iron pin at the joint rear corner with Lot No. 9; thence with the joint line of Lot No. 9 S. 71-17 W. 50 feet to an iron pin; thence with a new line through Lot No. 8 S. 22-0 E. 58 feet to an iron pin on the Northern side of Gordon Street; thence with the Northern side of Gordon Street N. 71-17 E. 50 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of M. Otis Hopkins dated May 2, 1966 and recorded June 10, 1966 in Deed Book 800 at Page 78, R.M.C. Office for Greenville County, S.C.

This mortgage is junior in rank to that certain mortgage given by mortgagors to Carolina Federal Savings and Loan Association dated May 19, 1975 and recorded May 20, 1975 in REM Book 1339 at Page 557, R.M.C. Office for Greenville County, S.C. in the original amount of \$5,000.00 and to that certain mortgage given by mortgagors to Parkway Construction Company dated November 28, 1980 and recorded December 3, 1980 in REM Book 1526 at Page 466, R.M.C. Office for Greenville County, S.C. in the original amount of \$6,258.00.



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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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