Tail: McElroth & Tucker, Inc. P. C. Pex 119 Greer, S. C. 29652-0119

NOT 25 3 68 PH '81

MORTGAGE OF REAL ESTATE

MONTGAGE OF REAL ESTATE

We, Leon Wagnon, III and Carolyn K. Wagnon

(hereinafter referred to as Mortgagor) is well and truly indebted unto FcElrath & Tucker, Inc.

(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-six thousand & Ko/100 -----Dollars (\$ 26.000.00

in monthly installments of \$323.32, first payment due and payable January 1, 1982 and continue on the first day of each and every morth until paid in full.

with interest thereon from

STATE OF SOUTH CAROLINA

GRE NVILLE

COUNTY OF

dote

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Scuth Carolina, County of

All that piece, parcel and lot of land in Chick Springs Township, Greenville County, State of South Carolina, being on the north side of Benjamin Avenue in BROOKHAVEN, LOT NUMBER TWENTY TWO (22), property of the Dobson Estate, according to survey and plat by H. S. Brockman, R. S., dated December 12, 1957, amended September 1, 1959, and recorded in R. K. C. Office for Greenville County in Plat Book RR, page 41, reference to said plat hereby pleaded for a more complete description.

This conveyance is subject to all restrictions, easements, right of way, roadway and zoining ordinances of record, on the recorded plats or on the premises.

This is the same property conveyed to the Grantors by deed of McElrath & Tucker, Inc., recorded in Deed Book 1137, Page 448, Greenville County R. K. C. Office on November 18, 1980.

(11-288-G2-3-200)

ALSO:

All that piece, parcel and lot of land, in Chick Springs Township, Greenville County, State of South Carolina, being on the south side of Roscoe Drive in BROOKHAVEN, LOT NUMBER BIGHT (8), property of the Dobson Estate, according to survey and plat by H. S. Brockman, R. S., dated December 12, 1957, amended September 1, 1959, and recorded in the R. H. C. Office for Greenville County in Plat Book RR, page 41, reference to said plat hereby pleaded for a more complete description.

This conveyance is subject to all restrictions, easements, rights of way, roadways and zoining ordinances of record, on the recorded plats or on the premises.

This is the same property conveyed to the Grantors by deed of EcElrath & Tucker, Inc., recorded in Deed Book 1139, Page 668, Graenville County R. F. C. Office on December 29, 1980.

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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