

First Friday Lane

MORTGAGE Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

FILED GREENVILLE CO. S. C. BOOK 1436 PAGE 217

PURCHASE MONEY MORTGAGE

State of South Carolina

JUN 26 1 07 PM '78 JENNIE S. TANKERSLEY R.M.C.

COUNTY OF GREENVILLE

EDWARD D. BAGWELL and KATHLEEN S. BAGWELL

SEND GREETING:

WHEREAS, the said Edward D. Bagwell and Kathleen S. Bagwell

in and by their certain promissory note in writing, of even date with these presents are well and truly indebted to Thomas R. Hughes and Grace M. Hughes in the full and just sum of Five Thousand and No/100ths (\$5,000.00) (\$5,000.00) DOLLARS, to be paid at Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of eight (8) per centum per annum, said principal and interest being payable in forty-eight (48) monthly installments as follows: Beginning on the 15 day of July, 1978, and on the 15 day of each month of each year thereafter the sum of \$ 122.07, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of June 1982, and the balance of said principal and interest to be due and payable on the 15th day of June 1982; the aforesaid monthly payments of \$ 122.07 each are to be applied first to interest at the rate of eight (8) per centum per annum on the principal sum of \$ 5,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said Edward D. Bagwell and Kathleen S. Bagwell, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Thomas R. Hughes and Grace M. Hughes according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said Edward D. Bagwell and Kathleen S. Bagwell in hand and truly paid by the said Thomas R. Hughes and Grace M. Hughes at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Thomas R. Hughes and Grace M. Hughes, their heirs and assigns forever:

ALL that certain piece, parcel, tract or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 1, plat of survey for T. R. Hughes by Carolina Surveying Company, May 19, 1972, and lying on the northern side of Carol Road and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the joint front corner of Lots Nos. 1 and 2 and in the center of Carol Road; running thence with the joint line of said Lots Nos. 1 and 2 N. 39-07 E. 266 ft. to a point; thence S. 34-45 E. 265 ft. to a point; thence S. 5-12 W. 290.7 ft. to a point in the center of Carol Road; running thence along the center of said road N. 51-02 W. 400 ft. to the point of beginning.

This is the identical property conveyed to mortgagors herein by deed of Thomas R. Hughes and Grace M. Hughes dated June 26th., 1978, and recorded in the R.M.C. Office for Greenville County in Deed Book 1081 at Page 919.

Building Restrictions 1800 sq. ft. lotid area

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX 02.00

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