

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
CO. S. C. }
1 51 PM '82 }
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Carlos R. Bagwell, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Cordell P. Porter and Millard E. Porter
108 Peacan Hill Dr.
Simpsonville, S.C. 29681

(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

Nine Thousand Nine Hundred and no/100 Dollars (\$ 9,900.00) due and payable

with interest thereon from date at the rate of twelve (12) per centum per annum, to be paid:

as stated in said note
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:

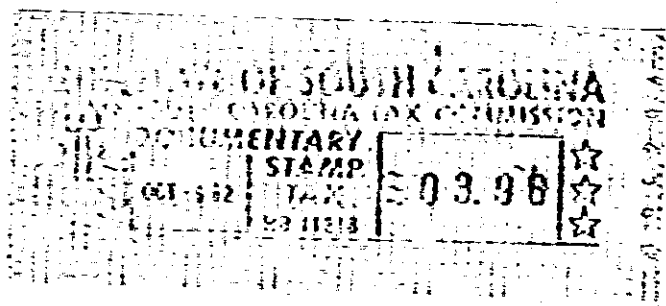
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the western side of Oakland Avenue, in the Town of Simpsonville, being known and designated as Lots Nos. 10 and 11 and a portion of Lot No. 9, of Block 1, of Moore Heights, as shown on a plat made by J. R. Edmonds, dated February, 1910, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book A, at Page 391, and having according to a more recent survey thereof entitled Property of James H. Lane and Teresa W. Lane, made by Freeland & Associates, dated October 17, 1977, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Oakland Avenue at the joint front corner of Lots No. 11 and 12 and running thence along the common line of said lots, S 84-42 W 185.8 feet to an iron pin; thence N 5-14 W 125.0 feet to an iron pin in the rear line of Lot No. 9; thence along a new line through Lot No. 9, N 84-29 E 176.8 feet to an iron pin on the western side of Oakland Avenue; thence along the western side of Oakland Avenue, S 9-21 E 75.6 feet to an iron pin; thence continuing with the western side of Oakland Avenue, S 9-26 E 50.4 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of the mortgagees herein, said deed to be recorded herewith.

This mortgage is subordinate and junior in lien to that mortgage given to Cameron Brown Company by James H. Lane and Teresa W. Lane on 10/26/77, said mortgage being recorded in the RMC Office for Greenville County, S.C., in Mortgage Book 1414, at Page 119.

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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 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, executors 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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