MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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OCT 23 3 26 PH 180 MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE STANKERSLEY

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WHEREAS, Jimmy T. Bagley and Brenda W. Bagley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company

(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 Sixteen Thousand Three Hundred Fourteen and 48/100ths -----

Dollars (\$ 16, 314, 48) due and payable

in 84 monthly installments of \$194.22 each.

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 scaling 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, the Mortgagee's heirs, 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 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, being known and designated as Lot 156 on a plat of Pine Brook Forest Subdivision according to a plat prepared by Charles K. Dunn, Surveyor, said plat being recorded in RMC Office for Greenville County, S. C. in Plat Book 4X at Pages 48 and 49. Reference is hereby made to said plat for a metes and bounds description.

Beginning at a point on the Northern side of Riddle Road, said point being the joint front corner of Lots 155 and 156 and running thence with the joint line of said lots, N. 05-54 W. 150 feet to a point, said point being the joint rear corner of lots 156 and 157, and running thence with joint line of said lots, S. 85-18 E. 165 feet to a point on the Western side of Green Road, running thence with said Road, S. 05-37 W. 60 feet to a point in the intersection of Green Road, and Riddle Road and running thence with said intersection, S. 36-10 W. 75 feet to a point in Riddle Road; running thence with Riddle Road, S. 81-10 W. 100 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Oak, Inc. dated July 6, 1978 recorded July 14, 1978 in the RMC Office for Greenville County in Deed Book 1083, Page 183.

This mortgage is junior in lien to a mortgage given by the mortgagors to Fidelity Federal Savings & Loan Association, Greenville, South Carolina dated July 14, 1978 and recorded in the RMC Office, Greenville County in Mortgage Book 1438, Page 189, in the original amount of \$52,150.00, on which there is an outstanding balance of \$51,313.71.

DOCUMENTARY STAMP = 0 6 b 6

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 is 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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