LAW OFFICES OF

MORTGAGE OF REAL ESTATE

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LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

GREEN FOO.S.C.

800.1536 FAGE 510

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MAR 30 2 10 PH 'BI DONNIE S. TANKERSLEY

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Larry C. Wagner and April S. Wagner

(hereinaster referred to as Mortgagor) is well and truly indebted unto Southern Bank and 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

Twenty one thousand two hundred thirty four and 36/100---
Dollars (\$ 21, 234.36) due and payable

according to the terms thereof, said note being incorporated herein by reference

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 Mortgagoe, the Mortgagoe'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 Greenville, in Saluda Township, containing 4.88 acres as shown on a plat entitled "Plat of Property of John Sartain" by Terry T. Dill, Registered Surveyor, dated October 26, 1975 and recorded in the Greenville County RMC Office in Plat Book 6-Y at page 5, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin at the common joint corner of the within property and property of Ford and Johnson at the northwestern corner of the within property and running thence with the Johnson line, N. 47-19 E. 598.7 feet to an iron pin, joint corner of the within tract and property of Johnson and Brown; thence turning and running along the Brown line, S. 43-00 E. 279 feet to an iron pin, joint corner with Brown; thence turning and running along property of Brown and through a dirt road leading to the within property, S. 07-39 W. 433 feet to an iron pin, joint common corner of the within property and that of Brown and Ford; thence turning and running along property of Ford, N. 68-21 W. 615.3 feet to an iron pin, the point of beginning.

ALSO: All that piece, parcel or lot of land in Saluda Township, Greenville County, State of South Carolina, and having the following metes and bounds, courses and distances, to-wit:

Beginning on Joseph Johnson line at a stake; thence N. 47-30 E. 250 feet to a stake on said line; thence S. 35-12 E. 449 feet to a stake; thence S. 4-30 W. 314 feet to a stake; thence S. 11 W. 252 feet to a stake, an old line; thence N. 68 W. 260 feet to a stake on said line; thence N. 7-45 E. 453 feet to a stake; thence N. 43 W. 280 feet to the beginning corner, and containing five (5) acres, more or less.

TOGETHER with a right of way for ingress and egress from Center Road as contained in Right of Way Grant recorded in the RMC Office for Greenville County in Deed Book 1115 at page 88 on November 6, 1979 and Deed Book 1145 at page 369 on March 30, 1981.

This is the same property conveyed to the mortgagors by deed of Michael Blackstone and Sarah Blackstone recorded in the RMC Office for Greenville County in Deed Book 1145 at page 267 on March 30, 1981.

The above described property is more recently shown and described on a Plat of Property μ of Michael & Sarah Blackstone by Terry T. Dill, RLS, dated September 22, 1980 and recorded the MC Office for Greenville County in Plat Book $\frac{9-m}{2}$ at page 53.

The mortgagee's address is: PO Box 544, Travelers Rest, SC 29690

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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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