

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE CO S.C.

BOOK 1596 PAGE 434

MAR 2 4 02 PM '83  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
DONNIE S. TANNERSLEY  
R.M.C.

WHEREAS, WILLIAM C. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto DONALD F. WAGGONER,  
whose address is P. O. Box 5207, Greenville, SC 29606

(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-four thousand five hundred Dollars (\$ 24,500.00 ) due and payable  
in five (5) equal, annual installments of \$4,900.00, commencing February 28,  
1984, and on February 28 of each successive year thereafter until paid in  
full,

with interest thereon from date at the rate of 11% per centum per annum, to be paid: with each  
principal payment. Interest to be calculated on the outstanding balance.

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:

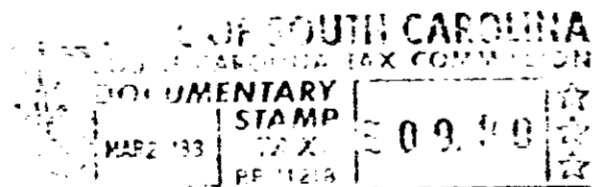
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel, or tract of land, containing 2.23 acres, situate, lying and being in Butler Township, Greenville County, South Carolina, being shown and designated as "PROPERTY OF WILLIAM C. SMITH" on a Plat prepared by Freeland & Associates, dated February 7, 1983, and having, according to said Plat, the following metes and bounds:

BEGINNING at a new Railroad Spike in the center of Batesville Road and running thence with the line of Donald F. Waggoner, S 45-41 W, 459.40 feet to a new iron pin; thence with the line now or formerly of Edward J. Jaskwich, N 16-49 W, 274.0 feet to a point; thence N 42-43 E, 319.85 feet to a point in the center of Batesville Road; thence with the center of Batesville Road, S 47-17 E, 260.0 feet to a new Railroad Spike, the point of beginning.

This is a portion of the property conveyed to the Mortgagor herein by deed of Donald F. Waggoner, dated February 28, 1983, to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.



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.