

VOL 608 PAGE 218

State of South Carolina

COUNTY OF Greenville

SEP 24 1956

To All Whom These Presents May Concern:

We, Charles D. Barry, Jr. and Lois D. Barry

the Mortgagor(s), SEND GREETING:

hereinafter called

WHEREAS, the said Mortgagor(s) in and by our certain promissory note in writing, of even date with these Presents, are well and truly indebted to Bank of Greer, Greer, S. C.

Five Hundred Thirty Eight & No/100 - - - - - DOLLARS, to be paid as therein stated

with interest thereon from maturity at the rate of six per centum per annum, to be computed and paid semi-annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount 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 the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mortgagee,

All that certain piece, parcel and lot of land situate and being in Saluda Township and being known as Tract Eleven (11) in Section "E" of Plat Number four (4) of CAROLINA LAKE COLONY DEVELOPMENT as recorded on Plat made by J. Mac Richardson and Howard B. Miller, Registered Land Surveyors, recorded in the Office of the Register of Mesne Conveyance for Greenville County in Plat Book W at Pages 184 and 185.

This conveyance is made subject to the Restrictions and Conditions applicable to CAROLINA LAKE COLONY DEVELOPMENT as recorded in the Office of the Register of Mesne Conveyance for Greenville County in Deed Book 437 at Page 265 and taxes for the year 1951.

The Grantor reserves to itself, its successors and assigns, the right and easement in perpetuity, to go upon the property herein conveyed for the purpose of cleaning out, changing and maintaining any and all streams located upon said property, with the right to relocate, change, or modify said streams for the purpose of maintaining a free and adequate flow of water through said property to other property owned by Grantor and Grantee, by acceptance of this deed, hereby consents to same and binds themselves and their heirs and assigns that nothing shall be done on said premises to obstruct the free and clear flow of any stream or streams running through or arising on, or upon said property.

This conveyance is made subject to a deed conveying a right-of-way to Duke Power Company for the erection and maintenance of electric power lines.

This is the same property conveyed to us by deed of Carolina Lake Colony, Inc., deed dated Aug. 18, 1952 and recorded in R. M. C. Office for Greenville County in Vol. 462, page 47.

*Paik*  
*Feb 23 - 1956*  
*Bank of Greer,*  
*Greer, S.C.*  
*J. S. M. Clinch, V. Pres.*

*Witness*  
*Elizabeth M. Bennett*  
*Feb 23 1956*  
*Miss Sumner*  
*507*