

# MORTGAGE OF REAL ESTATE



STATE OF SOUTH CAROLINA,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS We Benjamin Claude Barbare and Rosezell M. Barbare, hereinafter referred to as the Mortgagor, are well and truly indebted to

William N. Bostic dba Southern Patio Company hereinafter referred to as the Mortgagee in the full and just sum of

Dollars, in and by a

certain promissory note in writing of even date herewith, of which the following, in words and figures, is a copy:

**NOTE**

No. 1,399.80 Date April 11 1961

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay in lawful money of the United States in the order of William N. Bostic dba Southern Patio Company

the sum of One Thousand Three Hundred Ninety Nine and 80/100 DOLLARS,

of the designated office of the holder, in 60 consecutive monthly instalments of \$ 23.33 each, (except that the final instalment shall be the difference between the amount of this note and the sum of the preceding instalments), the first to become due and payable on the 5th day of May 1961

Balance of instalments to be paid on the same date of each month thereafter, with interest on principal after maturing of entire balance as herein provided at the highest lawful contract rate. If any instalment is not paid when due, the entire balance of this note shall become due and payable at the option of the holder. In the event of default for a period of more than 10 days in payment of any instalment, the undersigned shall be liable to holder for a late charge for each dollar of each defaulted instalment to an extent not prohibited by the law of jurisdiction where this note is made. The maker, endorser and guarantors of this note waive presentment for payment, protest, notice of protest, demand for payment, notice of non-payment and declaration of acceleration of payment, and agree to pay 7 1/2% of the principal of this note, or, at the option of the holder, a reasonable sum as attorney's fees if placed in the hands of an attorney for collection after maturity. If permitted by law, each maker, endorser (except without recourse) and guarantor of this note hereby authorizes any attorney, prothonotary or clerk of any court of record to appear in such court, in person or by agent, at any time after maturity of this note, and waive a jury trial and confess judgment without process in favor of the holder of this note for such amount as may appear to be unpaid hereon, together with costs and attorney's fees, and waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and affirming all that may be done by virtue hereof. Insofar as permitted by law, each maker, endorser and guarantor of this note expressly waives all right to claim exemption allowed by the Constitution and laws of this or any other state.

Benjamin Claude Barbare  
Rosezell M. Barbare

Signatures: (In full and in ink) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Selected by check mark  due date which will fit customer's income period and allow several days making time.  
 FORM 098-50M-6/58

NOW, KNOW ALL MEN, That / the said \_\_\_\_\_ in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three-Dollars, to \_\_\_\_\_ in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said mortgagee \_\_\_\_\_ heirs, administrators, executors, successors and assigns all that tract or lot of land in \_\_\_\_\_ County, State of South Carolina, described as follows, to-wit:

### DESCRIPTION OF PREMISES.

All that part or parcel or lot of land designated as Lots No. 39 and 40, Block E plat of Buena Vista, recorded in Plat Book W, at page 29 in the Office of the Register of Meane Conveyances

Beginning at an iron pin on the eastern side of Elberta Street at the joint front corner of Lots 38 and 39 and running thence with the line of Lot No. 38 N. 73-08 E 155.8 feet to an iron pin; thence with the rear line of Lots No. 27 and 28 S. 13-17 E. 70 feet to an iron pin in the rear line of Lot No. 44; thence with the rear line of Nos. 44, 45, 46, 47 and 48 S. 73-08 W. 151.4 feet to an iron pin on the eastern side of Elberta Street; thence with the eastern side of Elberta Street N. 16--52 W. 70 feet to the point of beginning.

The above described land is \_\_\_\_\_ the same conveyed to \_\_\_\_\_ by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ deed recorded in the office of Register Meane Conveyance for \_\_\_\_\_ County, in Book \_\_\_\_\_ Page \_\_\_\_\_

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining, together with all the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Mortgagee \_\_\_\_\_ heirs, executors, administrators, successors and assigns.

*The undersigned, sole owner and holder of this mortgage, hereby declares same to be fully satisfied and the lien thereof forever discharged.  
 Dated this 25 day of June, 1965.*

SATISFIED AND RELEASED OF RECORD  
 July 10 1965  
 Ollie Farrington  
 N.H.C. F. Y. S. C.  
 At 9:12 O'CLOCK A.M. NO. 2394

By: J.K. Swinney, Manager  
 Witness: J. Love  
 B. Hodges

For Assignment see R. E. M. Book 859 Page 328