

State of South Carolina
COUNTY OF Greenville

GREENVILLE CO. S. C.
JUN 12 3 49 PM '73
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1281 PAGE 327

AFFIDAVIT
FILED

To All Whom These Presents May Concern: I, Mack Carl Barton,

hereinafter called

the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by his certain promissory note in writing, of even date with these Presents, is well and truly indebted to McKinley Ashmore Barton and Flora Pauline R. Barton or survivor, and in the event of the death of both, any balance remaining is to be marked paid in full by our Executor and administrator, hereinafter called Mortgagee, in the full and just sum of

Five Thousand (\$5,000.00) - - - - - DOLLARS,
to be paid as follows: \$35.00 on January 1, 1974, and \$35.00 on the first day of

each succeeding month thereafter until paid in full,

with interest thereon from at the rate of four (4%) per centum per annum, to be computed and paid monthly

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 attorney's 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 letter 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, McKinley Ashmore Barton and Flora Pauline R. Barton or survivor, and in the event of the death of both, any balance remaining is to be marked paid in full by our Executor and Administrator:

All that piece, parcel or lot of land in Highland Township, Greenville County, State of South Carolina, lying on the east side of Middle Tyger River, near Liberty Methodist Church, bounded on the north by Tract No. 3, lands of Samuel Grady Barton, on the east by Tract No. 1, lands of Gary D. Barton, on the south by lands of the Philemon Turner Estate, and on the west by Middle Tyger River, and lands of Frank Reid, being all of Tract No. 2 on plat of property made for the Thomas B. and Mary E. Barton Estates by W. P. Morrow, Surveyor, dated December 8, 9 and 10, 1937, and having the following courses and distances:

BEGINNING on a stake in the community road, on line of Philemon Turner Estate lands and corner with Tract No. 1, and running thence with the line of the Turner lands as follows: S. 40 W. 8 chains to a stake; thence S. 23-1/2 W. 5 chains to a stake; thence S. 54 W. 5 chains to a stake; thence N. 58-1/2 W. 15 chains to a stake; thence S. 16 E. 11.70 chains to a stake; thence S. 57-1/2 W. 1.75 chains to the center of Middle Tyger River (Stake on bank of said river); thence up and with the meanders of said river as follows: N. 60 W. 7.30 chains; thence N. 97 W. 3.12 chains; thence S. 47 W. 1.60 chains; thence N. 82-1/2 W. 1.85 chains; thence N. 65 W. 3.10 chains to the corner of Tract No. 3 (stake on east bank of said river); thence with the line of Tract No. 3, N. 43 E. 16 chains to a stake; thence N. 78-1/2 E. 22.20 chains to a stake in the center of said community road; thence with the center of said road, S/ 18 W. 3.20 chains; thence continuing with the center of the said road, S. 87 E. 2.00 chains; thence N. 77-1/2 E. 4.10 chains to the begining corner, containing 35.15 acres, more or less.

ALSO, all that certain parcel or lot of land containing 2.85 acres, more or less, about three miles south from Gowansville, in Highland Township, Greenville