

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C. 1311-623

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE COUNTY
MAY 27 12 14 PM '74
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, I, Thomas E. Barton, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Paul E. Bowie, Jr.

(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

Forty Thousand ----- Dollars (\$40,000.00) due and payable
twenty years from date

with interest thereon from maturity at the rate of 8% per centum per annum, to be paid: monthly

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, the Mortgagee'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, on the western side of Augusta Road (U.S. Highway No. 25) containing 5 acres, and having according to a recent survey made by Freeland-Jones & Associates dated May 20, 1974 the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Augusta Road (U.S. Highway No. 25) approximately one mile west of the White Horse Road, and running N. 76-14 W. 500 feet to an iron pin; thence S. 13-46 W. 435.6 feet to an iron pin; thence S. 76-14 W. 500 feet to an iron pin on the westerly side of Augusta Road; thence with the western side of said road N. 13-46 E. 435.6 feet to an iron pin the point of beginning.

This mortgage constitutes a valid third lien over the property therein described... the first mortgage being held by First Federal Savings and Loan Association, vol. 1131 page 532, and the second mortgage being held by South Carolina National Mortgage Corporation.



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

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