MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1442 PAGE 926

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James E. Barnette

(hereinafter referred to as Mortgagor) is well and truly indebted unto

J. L. Wynn & Sons, Inc.

(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

Three Thousand Eight Hundred Fifty & 17/100 Dollars ($3,850.17) due and payable with interest from this date at 6% per annum, in twelve (12) equal monthly instalments, due on the first of each month, beginning September 1, 1978 and continuing on the first of each successive month thereafter until paid in full, with each monthly payment being $331.37.

payments to be made to Donald L. Van Riper, 405 Pettigru St., Greenville, S.C.

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 Greenville being shown and designated as Lot No. 17 on a plat of New Furman Heights, filed in the RMC Office for Greenville County in Plat Book EE at Page 75; said lot fronting 90.0 feet on Longforest Drive.

This property is mortgaged subject to all easements, restrictions, zoning ordinances and rights of way of record, or on the ground, which may affect said lot.

This is the same property conveyed to the mortgagor by deed recorded in the RMC Office for Greenville County in Deed Book 995 at Page 185. Grantor: N.D. Davidson recorded March 15, 1974.

This is a second mortgage.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX
AUG 31 '78
P.B. 11218
$01.56

GCTO 157 AU31 78 2

GCTO 158 AU31 78 2

.15CI 2.50CI

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 such 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.

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