

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

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE CO. S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAR 23 12 20 PM '79

WHEREAS, EARLINE D. BOWIE  
DONNIE S. TANKERSLEY  
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto THOMAS E. BARTON, 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-ONE THOUSAND and no/100-----Dollars (\$41,000.00) due and payable

according to the terms of the Note and Indemnity Agreement of even date herewith.

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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, being shown and designated as Tract "C" and containing 7.027 acres, more or less, as shown on plat of survey prepared by Robert R. Spearman, Surveyor, dated March 8, 1979, and having, according to said plat, the following metes and bounds, to-wit:

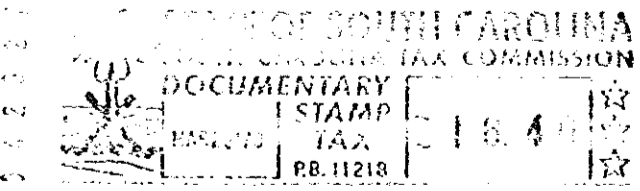
BEGINNING at a point on Augusta Road, common corner of the within tract and property now or formerly of Downs, and running thence along said common line, N. 86-00 W. 826.02 feet to a stone; thence S. 05-01 W. 187.02 feet to an iron pin; thence S. 16-50 W. 136.47 feet to an iron pin at common corner of the within tract and Tract "B" on said plat; thence S. 77-20 E. 791.85 feet to a point on Augusta Road; thence with Augusta Road, N. 13-55 E. 446 feet to the point of beginning.

This is a portion of the property conveyed to mortgagor by mortgage by deed dated March 14, 1979 to be recorded simultaneously herewith.

This mortgage is junior in rank to that first mortgage held by The South Carolina National Bank dated July 17, 1969 and recorded in the RMC Office for Greenville County, S. C. in mortgage volume 1131 at page 526.

This mortgage is given to secure the faithful performance by the mortgagor of the provisions of an indemnity agreement executed this day in favor of Thomas E. Barton, Jr. as indemnitee. Mortgagee agrees to release without payment to the mortgagor any portion of the property covered by this mortgage upon written request by the mortgagor so long as the following conditions are first met: (1) The sale proceeds from the sale of the property released is applied directly to payment of the indebtedness on the first mortgage held by The South Carolina National Bank and the balance, if any, on the indebtedness of the mortgage to First Federal Savings & Loan Association recorded in mortgage volume 1131 at page 532 in the RMC Office for Greenville County, S. C. covering the adjoining 13.45 acre tract. (2) The equity of the remaining acreage is greater by ten percent (10%) of the amount of the indebtedness owed to First Federal Savings & Loan Association on said mortgage. (3) The acreage remaining under this mortgage has a minimum of a 100-foot frontage on Augusta Road. If the mortgagor and mortgagee cannot agree as to the value of the equity in the remaining tract, then said value shall be determined by a licensed real estate appraiser selected by mortgagee.

Thomas E. Barton, Jr.  
c/o Greenville Technical College  
South Pleasantburg Drive  
Greenville, SC



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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