

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
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TANNERSLEY
R.M.C.

1414-300

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

WHEREAS, **We, Kenneth Bayne & Ava Jo Bayne**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Edgar McDowell & Janie B. McDowell**

(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

-----Twenty Thousand & No/100----- Dollars (\$ 20,000.00) due and payable

at the rate of One Hundred Ninety-Five & 17/100 (\$195.17) Dollars each consecutive month, payment first applied to interest & balance to principal, for a period of twelve (12) years until paid in full, with first payment to be paid on 8/15/79 & on the 15th day of each mo. thereafter until paid in full, with interest thereon from date at the rate of 6% per centum per annum, to be paid:

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, and being that same property conveyed to W. H. Bayne by Deed of W. C. Bayne, commencing at a point where the W. B. Allen property intersects the old Buncombe Turnpike road, being the North East corner of the said Allen property, & runs thence with the Allen north line, S 72° 300 ft. to a stake; thence N 12-35 W 227 ft. to a small black gum tree; thence N 12-35 W 366 feet to the new highway; thence with the west edge of said highway S 15-40 E 227 ft. to a stake; thence S 72 W 85 ft. to the beginning, and contains 2.1 acres.

Further, the said Mortgagor's are herein granted, by the said Mortgagee's, the right to use of all the water rights as required for their conveniences, from the White Oak or Allen Springs.

This is a purchase money mortgage.

The abovescribed property being that same property conveyed to said Mortgagee's by Deed of W. H. Bayne on the 24th day of September, 1955, being recorded in the REC Office for County & State aforesaid, on the 14th day of October, 1955, in Vol. 526, at Page 545.

Der: Edgar & Janie B. McDowell Deed
Book 1107 Page 974 Rec: 7-27-79.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP \$ 08 00
RECORDED

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 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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