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

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

90% of 41 PH '79

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

WE, THOMAS E. BARTON, JR. & ALVIN H. RAMPEY WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. ROBINSON, JR., AS TRUSTEE FOR ESTATE OF B. M. McGEE UNDER WILL

(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

TEN THOUSAND ------

Dollars (\$ 10,000.00) due and payable

\$120.00 on December 3, 1979 and a like amount on the 3rd day of each and every month thereafter until the entire principal sum is paid in full; said installments to be applied first in payment of interest and balance to principal; (mortgagee has privilege to call entire amount including accrued interest due after expiration of five years from date) with interest thereon from at the rate of 10% date 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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 known and designated as lot No. 3 as Greenville, being known and designated as Lot No. 3 as shown on plat of HYDE PARK SUBDIVISION recorded in plat book YY page 141 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northeast side of Catlin Circle, the joint corner of Lots 2 & 3; thence with the joint line of said lots N. 73-0 E. 125 feet to an iron pin; thence turning S. 17-0 E. 60 feet to an iron pin on the north side of East Faris Road Extension; thence with the north side of said road S. 74-05 W. 100 feet to an iron pin at beginning of intersection with Catlin Circle; thence with said intersection N. 61-30 W. 35.6 feet to an iron pin on east side of Catlin Circle; thence with said street N. 17-0 W. 35 feet to the point of beginning.

This is the same property conveyed to mortgagors by Robinson Construction Co., Inc. and John F. Chandler by deed of even date herewith, to be recorded.

Mortgagee address:

600 E. Washington Street Greenville, S. C.

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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