

MORTGAGE OF REAL ESTATE -

1493 PAGE 720

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
S. C.
PH '80
MERSLEY

WHEREAS,

Theron E. Barnett

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

Agnes S. Edwards

(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

--THIRTEEN THOUSAND AND NO/100----- Dollars (\$ 13,000.00---) due and payable

in two consecutive annual equal installments for principal with interest payable annually on the outstanding balance. Mortgagor has right to prepay at any time without penalty.

with interest thereon from date at the rate of 9% per centum per annum, to be paid: as stated above.

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:

On the Northeasterly side of Gilreath Mill Road, being known and designated as Tract No. 3, containing 7.32 acres according to a plat entitled, "Division of the R.T. Stone Estate," dated May 5, 1966, prepared by H.C. Clarkson, Jr., recorded in the RMC Office for Greenville County, S.C. in Plat Book 000, page 6, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the middle of Gilreath Mill Road, said pin being the joint front corner of Tracts 3 and 4 and running thence with the middle of Gilreath Mill Road N. 80-42 W. 370 feet to an iron pin, joint front corner of Tracts 2 and 3; thence with the common line of said Tracts N 17-27 E. 867.6 feet to an iron pin in line of property now or formerly belonging to Guest; thence N 59-57 E 58 feet to an iron pin; thence N 9-18 E 224.6 feet to an iron pin, joint corner of Tract No. 3 and property now or formerly belonging to Guest and Bolt; thence N 80-48 E 202.6 feet to an iron pin, joint rear corner of Tracts 3 and 4; thence with the common line of said Tracts S 8-49 W 1,184.6 feet to an iron pin in the middle of Gilreath Mill Road, the point of beginning.

DERIVATION: See Deed from Edna S. Edwards et al to Agnes S. Edwards dated July 2, 1966 and recorded in the R.M.C. Office for Greenville County on September 27, 1966 in Book 806, Page 587. Also see Deed from Agnes S. Edwards to Theron E. Barnett, dated March 28, 1980, and recorded in Book 1123, Page 253.

DOCUMENTARY STAMP
05 20 1980

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 hereinafores 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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