

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
2 22 PM '80
S.C.
PURCHASE MONEY
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mortgagee's Address:
Rt #2, Box 274c
Piedmont, S.C., 29113

BOOK 1504 PAGE 796

WHEREAS, BARRY A. POWELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto T. W. STEWART

(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 Seven Thousand One Hundred

Dollars (\$7,100.00) due and payable

in sixty (60) consecutive monthly installments of \$147.39 each beginning June 30, 1980, and continuing until principal and interest have been paid in full. Such payments shall be applied first to interest, balance to principal. Mortgagor shall have privilege of anticipation in any amount without penalty,

with interest thereon from date at the rate of Nine per centum per annum, to be paid Monthly as aforesaid.

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 shown as a tract designated for "T. W. Stewart" containing 4.67 acres on a plat of the Stewart Estate prepared by Carolina Surveying Company dated March 21, 1974, and revised on May 4, 1974, and having, according to such plat, the following metes and bounds, to wit:

BEGINNING at a nail and cap in the approximate center of Cobb Road, joint front corner with property now or formerly of Rosa Cobb and running thence with the approximate center of said road, N. 20-23 W. 380 feet along the line of property of Alice Sherman, to a nail and cap in said road; thence N. 67-15 E. 431.6 feet to an iron pin; thence S. 39-06 E. 455 feet to an old iron pin; thence along the line of property of Rosa Cobb, S. 73-21 W. 578.6 feet to the point of beginning.

This is the identical property conveyed to the mortgagor by deed of the mortgagee of even date herewith and this mortgage is given to secure a portion of the purchase price of the subject property.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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