

MORTGAGE OF REAL ESTATE

1980-1135

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

1980  
S. C.  
11/14/80  
W. S. SLEY

WHEREAS, we, Andrew G. Clarke and Marilyn B. Clarke

(hereinafter referred to as Mortgagor) is well and truly indebted unto Swendolyn H. Barton, her heirs and assigns forever

(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-Three Thousand Eight Hundred & No/100 ..... Dollars (\$23,800.00) due and payable in monthly installments of \$291.36, the first installment being due February 1, 1981, and succeeding installments on the first day of each month thereafter until paid in full

with interest thereon from date at the rate of 10 1/2 per centum per annum, to be paid: To Swendolyn H. Barton, Rte #1, Taylors, S. C. per the 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 Mortgagee in hand well and truly paid by the Mortgagor 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, as hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the Town of Tigerville, northeast from and near the intersection of Southerlin Road and Barton Road, containing 1<sup>st</sup>.02 acres, more or less, and having the following metes and bounds according to a plat thereof entitled "Property of Lenis F. Whitfill and Bonita B. Whitfill" dated October 25, 1979, revised February 6, 1980, prepared by W. S. Williams, Jr., Engineer/Surveyor, Travelers Rest, South Carolina:

Beginning at an iron pin near a cherry tree at the northeastern most corner of said plat, the property northward therefrom being that now or formerly of Barton and that eastward therefrom being that now or formerly of Mitchell and running with the line of said Mitchell property, S. 31-07 W., 399.9 feet to an old iron pin on the corner of property now or formerly owned by Smeltzer; thence, with the line of said Smeltzer property, S. 30-15 W., 563.7 feet to an old iron pin; thence, S. 31-57 W., 695.6 feet to an old iron pin on the northwestern side of Southerlin Road; thence, S. 32-00 W., 100.0 feet to a point in the approximate center of Southerlin Road; thence, turning and running N. 27-27 W., 630.9 feet to an iron pin; thence, turning and running N. 11-57 E., 317.0 feet to an iron pin; thence, turning and running N. 28-35 E., 362.2 feet to an iron pin; thence, turning and running S. 31-02 W., 593.7 feet to an iron pin near a cherry tree, the point of beginning hereof.

This is the identical property conveyed to the mortgagor's herein by deed of the mortgage herein, the said deed being dated December 2<sup>nd</sup>, 1980, and recorded December 19, 1980 in deed book \_\_\_\_\_, page \_\_\_\_\_ in the Public Office for Greenville County.

Mortgagee address: Rte #1, Taylors, S. C. 29687

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 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.

0135

4328 RV-2