GREAL STREET CO. S. C. SONAIL STANKERSLEY

800x1535 PAGE 45

## County of Pickens GREENVILLE

<sup>a</sup>State of South Carolina

## 3 To All Whom These Presents May Concern:

Earline D. Bowie

SEND GREETINGS:

Whereas, I the said Earline D. Bowie, in and by my certain promissory note in writing, of even date with these presents, am (are) well and truly indebted to Thomas E. Barton, Jr. in the full and just sum of Forty-One Thousand and No/100------Dollars, 41,000.00) payable according to the terms of the Note and Indemnity Agreement dated March 23, 1979,

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MUNICIPAL NEGATION

NOW, KNOW ALL MEN, That I , the said Earline D. Bowie

, in consideration of the said debt and sum of money

aforesaid, and for the better securing the payment thereof to the said Thomas E. Barton, Jr.

according to the terms of the said Kok, and also in consideration of the further

sum of Three Dollars, to me, the said Earline D. Bowie, in hand and truly paid by the said

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e said Thomas E. Barton, Jr.

at and before the signing of these Presents, the receipts whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Thomas E. Barton, Jr., his heirs and assigns forever:

ALL that piece, parcel or tract of land in the State of South Carolina, County of Greenville, being known and designated as Tract A as shown on Plat of Survey by Robert R. Spearman, Surveyor, dated March 8, 1979, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Augusta Road, common corner with property of Barton, and running thence along Barton line, N. 76-01 W. 827.5 feet to an iron pin; thence along line of property now or formerly of Tripp, S. 16-50 W. 342.05 feet to an iron pin; thence S. 85-18 E. 238.53 feet to an iron pin; thence S. 76-09 E. 609.37 feet to point on Augusta Road; thence with Augusta Road, N. 13-59 E. 232.3 feet; thence N. 13-48 E. 69.38 feet to the point of beginning.

THIS is a portion of the property exchanged between the mortgagor and mortgagee by deed dated March 14, 1979. Book 1899; Page 1570. This mortgage is given to secure the faithful performance by the mortgag the provisions of an indemnity agreement executed in favor of Thomas E. Barton, Jr., as indemnitee. Mortgagee agrees to release without payment to the mortgagee any portion of the property covered by this mortgage upon written request by the mortgagor so long as the following conditions are first met: (1) The sale proceeds from the sale of the property released is applied directly to payment of the indebtedness on the mortgage to First Federal Savings & Loan Association recorded in mortgage volume 1131, at page 532, in the R.M.C. Office for Greenville County, S.C. covering the adjoining 13.45 acre tract. (2) The equity of the remaining acreage is greater by . ten percent (10%) of the amount of the indebtedness owed to First Federal Savings & Loan Association on said mortgage. (3) The acreage remaining under this mortgage has a minimum of a 100-foot frontage on Augusta Road. If the mortgagor and mortgagee cannot agree as to the value of the equity in the remaining tract, then said value shall be determined by a licensed real estate appraiser selected by mortgagee.

Thomas E. Barton, Jr. c/o Greenville
Technical College, S. Pleasanthurg Dr.
Greenville, S. C.

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