

MORTGAGE OF REAL ESTATE

FILED  
GREENVILLE CO. S. C.  
AUG 16 4 58 PM '81  
DONNIE S. TANKERSLEY  
R.M.C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

WHEREAS, James T. Barbare

(hereinafter referred to as Mortgagor) is well and truly indebted unto William J. Henson

(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 Two Thousand Eight Hundred and No/100

Dollars (\$ 2,800.00 ) due and payable

as provided for in Promissory Note executed of even date.

~~with interest thereon from the date of the date of the promissory note to be paid~~

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, 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, on the south side of Groce Meadow Road, between Greer and Mountain View School, Oneal Township, containing five (5) acres, more or less, and being shown on a plat of the property of Paul F. Barbare by John A. Simmons, RLS, dated April 5, 1965, amended March 15, 1971, and having the following metes and bounds, to-wit:

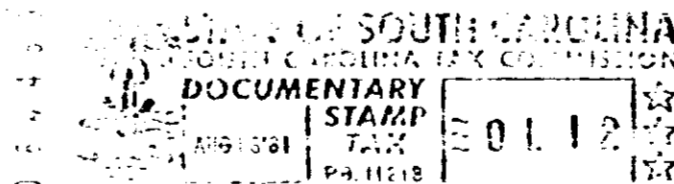
BEGINNING at a point in the Groce Meadow Road, iron pin on the south bank at 33 feet, and running thence along the line of Blue Ridge Heights, S.15-34 W. 885.9 feet to an iron pin; thence N.74-36 W. 291.5 feet to an iron pin; thence N.15-34 E. 527 feet to an iron pin on line of the Rollins lot; thence S.76-10 E. 120 feet to an iron pin; thence continuing along the Rollins line, N.14-00 E. 366.7 feet to a point in the Groce Meadow Road, iron pin back on bank at 20 feet; thence along said Road, S.70-48 E. 180.9 feet to the beginning corner.

THIS is the same property as that conveyed to Ronald F. Barbare and James T. Barbare by deed of Mendel T. Hawkins recorded in the RMC Office for Greenville County in Deed Book 1016 at Page 354 on April 4, 1975. See Deed recorded Deed Book 1068 at Page 712 on 11-18-77.

The Mortgagee shall have the right hereunder to make future advances or loans to the Mortgagor under a Note or Notes which may be executed by the Mortgagor to the Mortgagee subsequent to the date hereof. In the event such future advances or loans are made by the Mortgagee, then such Note or Notes shall become secured by this mortgage, but in no event, shall the amount of any indebtedness to be secured by this mortgage exceed \$10,000.00.

THE mailing address of the Mortgagee herein is: Route 3, Greer, S. C. 29651.

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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 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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