

FEB 17 03 PM '82

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1582 PAGE 707

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CARL H. BARTON AND CONNIE BARTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK E. SHAW BUILDERS, INC.
P.O. Box 5835, Greenville, S.C. 29606

(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-Four Thousand Nine Hundred Eighty-Three and 46/100ths----- Dollars (\$ 24,983.46) due and payable

as set forth by note of mortgagors of even date

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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:

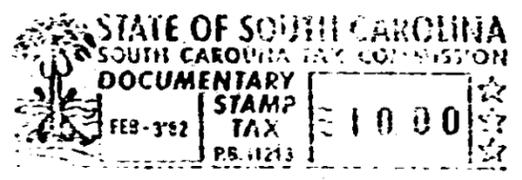
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the 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 Southwesterly side of Elizabeth Drive, being shown and designated as Lot #231, on a plat of property of Robert J. Edwards, recorded in the RMC Office for Greenville County in Plat Book EE, at page 61, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the joint front corner of Lots #232 and #231, on the Southwesterly side of Elizabeth Drive, and running thence along said Drive, S. 33-30 E., 100 feet to an iron pin; thence running S. 56-30 W., 200 feet to an iron pin; thence running N. 33-30 W., 100 feet to the joint rear corner of Lots #231 and #232; thence running N. 56-30 E., 200 feet, to the point of beginning.

THIS is the same property conveyed to the Mortgagors herein by deed of the Mortgagee, of even date, to be recorded simultaneously herewith.

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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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