

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE
(Individual)

Form # 741

RECORDED
GREENVILLE

WHEREAS, GARY KEITH GARRETT & SYLVIA JEAN GARRETT (hereinafter called the mortgagor), in and by his certain note of even date, stands firmly held and bound unto EARL RATHBURN & JANICE C. RATHBURN (hereinafter called the mortgagee) for the payment of the full and just sum of Twenty Nine Thousand and no/100 (\$29,000.00-----) Dollars, payable monthly, with the entire balance, if not sooner paid, being due December 27 19 98, with interest, as in and by the note, reference being had thereto, will more fully appear.

NOW, KNOW ALL MEN BY THESE PRESENTS: That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the mortgagee according to the condition of the note, and also in consideration of the further sum of THREE (\$3.00) DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its/his successors, heirs and assigns, the real property described as follows:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, near Ware Place, on the westerly side of Williams Road, formerly Washington Church Road, being a portion of that property shown on a Survey for Earl Rathburn and Janice Rathburn, dated March 10, 1977, and having the following metes and bounds, to-wit:

BEGINNING at a point on Williams Road, formerly Washington Church Road, and running S.38-00W., 1293.98 feet to a pin; thence turning and running N.06-20E., 194.29 feet to a pin; thence continuing N.01-44E., 216.5 feet to a pin; thence continuing N.04-04E., 247.38 feet to a pin; thence continuing N.05-25E., 220.41 feet to a pin; thence turning and running S.78-27E., 1347.1 feet to a point on Williams Road; thence with center of said road, S.12-43W., 37.06 feet; S.07-05W., 86.34 feet; S.01-21W., 60.09 feet; S.09-35E., 50.5 feet; S.22-42E., 54.03 feet; S.13-35E., 44.65 feet; S.01-06W., 56.05 feet; S.12-24W., 55.13 feet; S.24-50W., 59.87 feet; S.48-06W., 74.87 feet; and S.40-35W., 28.8 feet to the point of beginning.

LESS HOWEVER:

- (1) That 1.70 acre tract transferred by the Mortgagees herein to Robert E. Bigham and Hazel Bigham by deed recorded in the RMC Office for Greenville County, S.C., in Deed Book 1198, at page 459.
- (2) That 1.04 acre tract transferred by the Mortgagees herein to Arthur Worley and Emma Worley by deed recorded in the RMC Office for Greenville County, S.C., in Deed Book 1198, at page 462.
- (3) That 0.86 acre tract retained by the Mortgagees herein as is more particularly described in the deed from the Mortgagees herein to the Mortgagors herein, said deed to be recorded herewith.

This being the same property conveyed to the Mortgagors herein by deed of the Mortgagees herein, said deed to be recorded herewith.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the premises unto the mortgagee, its/his successors, heirs and assigns forever.

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and forever defend all and singular the premises unto the mortgagee, its/his successors, heirs and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties that the mortgagor, his heirs and successors and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount not less than the sum shown above, with such company as shall be approved by the mortgagee, its/his successors, heirs and assigns, and shall deliver the policy to the mortgagee; and in default thereof, the mortgagee, its/his successors, heirs or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof, together with interest thereon at the rate provided in the note from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the mortgagee, its/his successors, heirs and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the parties, that if the mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assessments upon the premise when they shall first become payable, then the mortgagee, its/his successors, heirs or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

AND IT IS AGREED, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the mortgagee, its/his successors, heirs or assigns, although the period for the payment thereof may not then have expired.

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