

Mortgagee Address: Route 2
Landrum, SC 29356

VAL 10 18 MAR 85

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED S.C.

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

WHEREAS, We, Mack Carl Barton and Kathy D. Barton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Theron Frank Barton

(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

Sixteen Thousand Eight Hundred and no/100----- Dollars (\$16,800.00) due and payable at One Hundred (\$100.00) Dollars per month beginning February 20, 1984 and continuing each month thereafter until paid in full

with interest thereon from n/a at the rate of n/a per centum per annum, to be paid: NO interest

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, 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, situated on the east side of Middle Tyger River, near Liberty Methodist Church in Highland Township, Greenville County, State of South Carolina, containing 38.25 acres, more or less, bounded by the lands now or formerly owned by Oma C. Morrow, S. G. Barton, and others and having the following courses and distances, to-wit:

BEGINNING at a stone on north side of tract corner of Morrow land, and running thence with the Morrow line, S. 15.00 E. 6.65 chains to a stone, thence N. 85 1/2 E. 6.60 chains to a stake in a community road; thence with said road, S. 13 1/2 W. 2.48 chains; S. 45 W. 2.94 chains; S. 6 1/2 W. 1.40 chains, S. 53 E. 2.20 chains; crossing branch to a stake, corner of Tract No. 3, thence S. 64 W. 38.50 chains to middle of Middle Tyger River, stake on east bank; thence up the river, N. 27 E. 1.00 chains, N. 1 1/2 W. 7.60 feet (chains) to corner of Morrow land; thence with the Morrow Line N. 49 E. 18.19 chains to a stone; thence N. 47 E. 16.67 chains to the beginning corner,

LESS HOWEVER: That certain 2.1 acres deeded to Harold Stone and Genelle Stone and recorded in Deed Book 771 at page 259 in the R.M.C. Office for Greenville County.

LESS HOWEVER: That certain 18.54 acres deeded to Mack Carl Barton and recorded in Deed Book 934 at page 53 in the R.M.C. Office for Greenville County.

This property is the identical property conveyed to Mack Carl Barton and Kathy D. Barton by deed of Honorable W. Daniel Yarborough, Jr., as Master in Equity for Greenville County, said deed dated September 20, 1983 and recorded September 21, 1983 at 11:56 a.m. in Deed Book 1196 at page 760 in the R.M.C. Office for Greenville County.

SC TO 3 FE 16 84 023

RECEIVED BY THE CLERK OF THE COUNTY OF GREENVILLE SOUTH CAROLINA
PROPERTY TAX
STAMP
MAY 10 1985
\$ 06.72

No title examination

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 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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