

MORTGAGE - INDIVIDUAL FORM

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

c/o Mr. Frank L. Earton, 2119 Dalloz Rd., Columbia, S.C.

MORTGAGE OF REAL ESTATE

29204

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LeROY CAUDELL and CHRISTINE CAUDELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
and PHOEBE ELLEN BARTON McCALUM

FRANK LEWIS BARTON, WILLIAM EUGENE 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 Ten Thousand One Hundred and no/100ths

Dollars (\$ 10,100.00 ) due and payable

as set forth in said note

with interest thereon from date at the rate of 10 per centum per annum, to be paid: monthly.

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 piece, parcel or tract of land, containing 23.5 acres, more or less, situate,  
lying and being on the southern side of Barton Road, approximately three miles from  
Tigerville, in Highland Township, Greenville County, South Carolina, being a portion of  
the PROPERTY OF FRANK LEWIS BARTON, ET AL, as shown on a plat thereof made by W. R. Williams,  
Jr., Surveyor, recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-X,  
page 97, and having according to said plat the following metes and bounds, to-wit:BEGINNING at a nail and cap in the center line of Barton Road at the corner of a seven-  
acre tract conveyed to Garvin and running thence with the center line of Barton Road, S.  
47-33 W., 163.1 feet to a nail and cap; thence continuing with the center line of Barton  
Road, S. 62-16 W., 264 feet to a point at the corner of property now or formerly owned by  
Forrester; thence leaving Barton Road and running along the line of property now or  
formerly owned by Forrester (iron pin back from road at 28.1 feet) S. 18-35 E., 1643.4  
feet to an iron pin; thence continuing with the line of said property S. 48-12 W., 66 feet  
to an iron pin; thence along the line of property now or formerly owned by Anthony N. 64-  
57 E., approximately 864 feet to a point in the line of a 12.3 acre tract sold to Garvin;  
thence with the line of a 12.3 acre tract and a 7.0 acre tract owned now or formerly by  
Garvin, N. 31-31 W., approximately 1726.10 feet to an iron pin on the southern side of  
Barton Road; thence through Barton Road, N. 31-31 W., 25 feet to a nail and cap, the point  
of beginning.The above property is the same conveyed to the Mortgagors by deed of the Mortgagees of  
even date to be recorded simultaneously herewith.If all or any part of the property or an interest therein is sold or transferred by  
Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien  
or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security  
interest for household appliances, (c) a transfer by devise, descent or by operation of  
law upon the death of a joint tenant or (d) the grant of any leasehold interest of three  
years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option,  
declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee  
shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee  
and the person to whom the property is to be sold or transferred reach agreement in  
writing that the credit of such person is satisfactory to Mortgagee and that the interest  
payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall  
request. If Mortgagee has waived the option to accelerate provided in this paragraph, and  
if Mortgagors' successor in interest has executed a written assumption agreement accepted  
in writing by Mortgagee, Mortgagee shall release Mortgagors from all obligations under  
(CONTINUED ON PAGE 3)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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for  
the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also  
secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so  
long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest  
at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

0.638

16328-10-2