

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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GREENVILLE CO. S.C.
JUL 14 11 31 AM '78
CONNIE S. TANNER-SLEY
R.M.C.

MORTGAGE OF REAL ESTATE BOOK 1438 PAGE 149

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Lewis C. Barker, Jr.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. L. Rosamond, 2 Yancey Drive, Greenville, South Carolina 29615

(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

Dollars (\$ 7,020.83) due and payable as follows: \$84.49 on the 18th day of July 1978 and \$84.49 on the 18th day of each and every month thereafter until the entire amount has been paid in full. Payments to be applied first to the interest and then to the principle.

with interest thereon from date at the rate of 7% 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 heirs, successors and assigns:

ALL that piece parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina and being known and designated as "Property of Lewis C. Barker" on a plat recorded in the RMC Office for Greenville County, South Carolina in plat Book 6-P at Page 66 and having according to said plat the following metes and bounds:

BEGINNING at an iron pin in Buckhorn Road and running thence along a line of property of Roy H. & Lois G. McJunkin N. 13-25 E. 347.7 feet to an iron pin; thence N. 78-34 E. 197.5 feet to an iron pin; thence N. 75-37 E. 216.3 feet to an iron pin; thence S. 0-15 E. 59.5 feet to an old iron pin in concrete; thence N. 83-16 E. 294.5 feet to an old iron pin in concrete; thence S. 69-11 E. 60.3 feet to an iron pin on the westerly edge of South Carolina Highway 253; thence along the westerly edge of said road as follows: N. 4-47 E. 102.4 feet to an iron pin; N. 8-08 W. 105.1 feet to an iron pin; thence N. 22-17 W. 103.1 feet to an iron pin; thence N. 32-03 W. 78.4 feet to an iron pin; thence N. 34-03 W. 200.95 feet to an iron pin; thence N. 32-48 W. 98.9 feet to an iron pin; thence N. 30-18 W. 148 feet to an iron pin; thence leaving the edge of said road and running along a line of Grand View Hills S. 29-21 W. 62 feet to an old iron pin; thence S. 24-43 E. 210.87 feet to an old iron pin; thence along a line of Grand View Hills S. 77-30 W. 499.1 feet to an old iron pin; thence continuing along a line S. 5-27 W. 170.1 feet to an iron pin; thence S. 7-00 W. 293.9 feet to an iron pin; thence S. 7-00 W. 106 feet to an iron pin; thence S. 8-19 W. 171.1 feet to an iron pin in Buckhorn Road; thence along Buckhorn Road S. 18-24 E. 43.3 feet to the beginning corner, and being property conveyed by Keturah R. Rosamond to Lewis C. Barker, Jr. by deed dated December 18, 1972 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 963 at Page 291 on December 19, 1972; property conveyed by Herbert D. Rosamond et al. to Lewis C. Barker, Jr., by deed dated December 18, 1972 and recorded on December 18, 1972 in said RMC Office in Deed Book 963 at Page 202; and being property conveyed by a deed from Roy H. McJunkin to Lewis C. Barker, Jr., by a deed dated October 12, 1977 and recorded in said RMC Office on October 12, 1977 in Deed Book 1066 at Page 658.

It is specifically understood and agreed that this mortgage, and the lien created thereby, is junior to the mortgage, and the lien created thereby, executed by Lewis C. Barker, Jr. to Fidelity Federal Savings And Loan Association in the principal sum of \$30,000.00 dated July 14, 1978, covering the same property described herein. The mortgagor may anticipate payment of this mortgage in full, or in any lesser amount, at any time without penalty.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and 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 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.

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