

FILED
GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

AUG 4 8 58 AM '76 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, I, Fred Barbare

(hereinafter referred to as Mortgagor) is well and truly indebted unto Leon Hix

(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 Three Thousand Seven Hundred Nineteen and 30/100

Dollars (\$ 3,719.30) due and payable

as set forth in note of even date,

with interest thereon from date of maturity the rate of -9- per centum per annum, to be paid:
at maturity,

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 O'Neal Township, lying about two miles northeast from the City of Greer and lying on the south side of a new street which leads westwardly from the Miller Bridge Road, being ALL of LOT NO. 33 on a plat of property made for B.H. Burnett by JQ Bruce, dated 2-6-50, reference to said plat being hereby pleaded for a more particular and complete description as to metes and bounds, courses and distances.

This is that same property conveyed to mortgagor by deed of Fred Wesley Barbare, Jr., dated this date and to be recorded August 4, 1976, in RMC Office in Deed Book 1040 at page 678 .

AND ALSO all that parcel and lot of land in Greenville County, State of South Carolina, O'Neal Township, about two miles northeast from the City of Greer and lying on the south side of a new street which leads westwardly from the Miller Bridge Road, being ALL of LOT NO. 34 on a plat of property made for B.H. Burnett by JQ Bruce, dated 2-6-50, reference to said plat being hereby pleaded for a more particular and complete description as to metes and bounds, courses and distances.

This is that same proerty conveyed to mortgagor by deed of B.H. Burnett recorded March 13, 1950 in RMC Office in Deed Book 404 page 348.

Both parcels subject to all easements, rights of way, restrictions, zoning ordinances, roadways and set back lines of record, on the recorded plats or on the premises, if any.



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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