

GREENVILLE  
FILED  
APR 1 9 1983  
DONNIE S. TANKERSLEY  
R.M.C.

1031 1260

# MORTGAGE

THIS MORTGAGE is made this 5th day of April 1983 between the Mortgagor, Thomas F. Barton and Betty B. Barton (herein "Borrower"), and the Mortgagee, American Service Corporation, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 1268, Greenville, S. C. 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five Thousand and 00/100 (\$5,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 5, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1988

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that lot of land situate, lying and being in the County and State aforesaid and being shown as Lot 53 on plat of Quail Run Subdivision, dated November 20, 1980, revised July 20, 1981, prepared by Freeland & Associates, Surveyors, and recorded in the RMC Office for Greenville County in Plat Book 8P at Page 21, on July 20, 1981 and reference is hereby made to said plat for a metes and bounds description.

This being the same property conveyed to the Mortgagors by deed of American Service Corporation of even date, to be recorded herewith.

RECORDING OFFICE OF SOUTH CAROLINA  
DOCUMENTARY  
STATE TAX 202.00

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which has the address of Lot 53, Quail Run Subdivision, Fountain Inn, S. C. 29644 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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