

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**GREENVILLE CO. S. C.**

**DEC 3 3 04 PM '73**

**DONNIE S. TANKERSLEY**  
R.M.C.

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

WHEREAS, **DAVID LEWIS BARTON,**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **MARIE S. 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

**TWENTY SIX THOUSAND SIX HUNDRED TWENTY FOUR** ----- Dollars (\$ **26,624.00** ) due and payable  
**\$100.00** on **December 1, 1973** and a like amount on the first day of each and every month thereafter until the entire principal sum is paid in full.  
**No interest.**

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

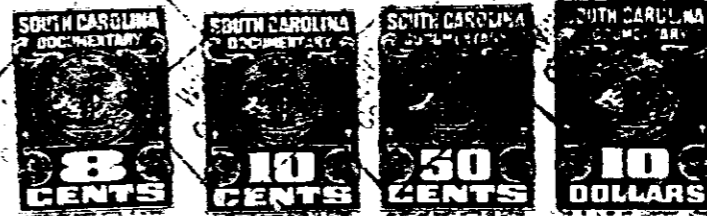
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, the Mortgagee's heirs, 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**, on the west side of **Neely-Ferry Road**, south from **Simpsonville, S. C.**, adjoining lands of **J. A. Sizemore, Ansel Balcombe** and other lands of **Fred L. Howard**, containing **35.78** acres more or less, according to a survey and plat made by **W. J. Riddle, Surveyor**, on **November 14, 1951** and plat made by **J. L. Montgomery, III, R.L.S.** dated **November 1973** and containing **1.31** acres more or less, and having according to said plats the following metes and bounds, to-wit:

Beginning at a post oak on the west side of **Neely-Ferry Road** and at junction of farm road with **Neely-Ferry Road**, and running thence **N. 75-15 W. 398** feet to a point in center of arm road; thence **S. 83-50 W. 76.5** ft to a point in center of road; thence **S. 63-40 W. 74** ft to point in center of road; thence **S. 25-44 W. 533.5** feet to an iron pin; thence **N. 80-07 W. 94.55** feet to an iron pin; thence **N. 22-42 W. 152** ft. to a point in the center of the unpaved road; thence along the center of said road **S. 55-10 W. 100.03** ft. to an iron pin; thence **S. 26-15 W. 448** ft. to a point in center of road; thence **S. 45-13 W. 127.6** ft. to center of road; thence **S. 29-42 W. 109** ft; thence continuing along center of road **S. 20-02 W. 236.7** ft; thence **S. 55-29 W. 201.2** ft; thence **S. 32-45 W. 63.8** ft; thence **S. 15-11 W. 256** ft; thence **S. 1-19 W. 286** ft. to a point in center of road on northeast side of **Bridge over branch**; thence on northeast side of branch **S. 55-33 E. 200** ft to iron pin; thence across branch **S. 51-47 E. 362** ft to iron pin; thence back across branch **S. 61-26 E. 126.5** ft. to iron pin; thence along **Sizemore line N. 39-44 E. 390** ft. to an iron pin on northeast side of another branch; thence up said branch as the line **N. 24-21 W. 261** ft to iron pin; thence still up branch as line **N. 44-15 E. 188** ft; thence **N. 17-46 E. 119** ft.; thence **N. 6-01 E. 426** ft to iron pin; thence leaving branch **N. 15-35 E. 389** ft. to iron pin; thence **S. 77-30 E. 402.6** ft to stake; thence **N. 47-45 E. 434** ft. to a point in center of **Neely-Ferry Road**; thence along **Neely-Ferry Road N. 7-27 W. 459** ft to beginning corner.

This mortgage is given to secure a portion of the purchase price of the within described property.



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 is 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.

4326 BY-2