

State of South Carolina

COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

FILED
MAY 21 2 23 PM '78

DONALD S. TANKERSLEY
R.M.C.

BOOK 1421 PAGE 706

To All Whom These Presents May Concern: We, Robert M. Barton and Jeanette

T. Barton, - - - - - hereinafter called
the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by their certain promissory note in writing, of even date with these Presents, are well and truly indebted to W. Morris Barton - - - -

- - - - - hereinafter called Mortgagee, in the full and just sum of
- - - Three Thousand & No/100 - - - (\$3,000.00) - - - DOLLARS,

to be paid as follows: Five years after date,

with interest thereon from date at the rate of four per centum per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mortgagee, W. Morris Barton and his heirs and assigns forever:

All that certain parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, on the South side of Benjamin Avenue, near the City of Greer and southward therefrom, and being Lot No. 39 of a Subdivision known as "BROOKHAVEN", according to survey and plat by H. S. Brockman, Registered Surveyor, dated December 12, 1957, Amended September 1, 1959, recorded in Plat Book RR, Page 41, R. M. C. Office for Greenville County, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the South side of Benjamin Avenue, at the corner of Lots Nos. 38 and 39, and running thence as the common line of said lots, S. 10-55 W. 170 feet to an iron pin at corner of Lot No. 52; thence S. 79-25 E. 100 feet to an iron pin, corner of Lot No. 40; thence along the line of Lot No. 40, N. 10-55 E. 170 feet to an iron pin on the south side of Benjamin Avenue; thence along said Avenue, N. 79-25 W. 100 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of James A. Childers, recorded in the R. M. C. Office for Greenville County on December 29, 1969.

This is a second mortgage and subject to one held by Greer Federal Savings and Loan Association.

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