STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, SHELTON BAREFOOT and CAROLYN F. BAREFOOT

thereinafter referred to as Mortgagor) is well and truly indebted untoMARY ANN AGEE

thereinafter referred to as Moltgageet as evidenced by the Mortgagor's promissory note of even dute herewith, the terms of which are incorporated herein by reference, in the sum of NINE_THOUSAND_SIX-HUNDRED_and_00/100(\$9,600.00)

Dollars (\$9,600.00) due and payable

in 24 equal monthly instal lments of \$200.00 per month beginning March 1,1978, and one final payment of \$4,800.00 due March 1,1980.

all payments being with 8% interest per annum.
with interest thereon from February 4 at the rate of 8% per centum per annum, to be paid.

As set forth above plus interest at 8% per annum

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 GREENVILLE

ALL that piece, parcel or lot of land situate, lying and being at the northeast corner of the intersection of Woodleigh Drive and an unnamed street near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 311, Section 3 of a subdivision known as Colonial Hills, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book BBB at Page 91, said lot having such metes and bounds as shown thereon.

Derivation: Deed Book <u>1173</u>, Page <u>245</u> - Mary Ann Hairston Willimon (Now Mary Ann Agee)

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 of 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 precided 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.