

MORTGAGE - INDIVIDUAL FORM -

DILLARD & MITCHELL, P.A., GREENVILLE, S. C.

1488 826

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

DEED

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Kenneth M. Garvin and Pricilla C. Garvin

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frank Lewis Barton, William Eugene Barton and Phoebe Ellen Barton McCallum

(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 Three Thousand Seven Hundred Fifty and no/100

Dollars (\$ 23,750.00 ) due and payable

three years from date,

with interest thereon from date at the rate of Ten per centum per annum, to be paid: monthly

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 piece, parcel or tract of land containing 7.0 acres, more or less, with all buildings and improvements thereon, situate, lying and being on the southern side of Barton Road, approximately three miles from Tigerville, South Carolina, being shown as a portion of the Frank Lewis Barton, et al, property, on a Plat made by W. R. Williams, Jr., Surveyor, recorded in the RMC Office for Greenville County, SC, in Plat Book 5-X, page 97, and having according to said Plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center line of Barton Road, said beginning point being located S. 44-31 W. 130 feet and S. 47-35 W. 200.8 feet from a point in the center line of Barton Road at the common corner of property of the Grantors and property now or formerly owned by Perry, and from said beginning point along the line of another 7.0 acre tract S. 25-22 E. 30 feet to an iron pin on the edge of Barton Road; thence continuing S. 25-22 E. 917.9 feet to an iron pin; thence S. 64-44 W. 314 feet to an iron pin; thence through other property of the Grantors N. 31-31 W. 790 feet to an iron pin on the edge of Barton Road; thence through Barton Road N. 31-31 W. 25 feet to a nail and cap in the center line of said Road; thence with the center line of Barton Road N. 47-33 E. 250 feet to a nail and cap; thence continuing with the center line of said Road N. 44-31 E. 170 feet to the point of beginning.

This being the same property conveyed to Mortgagors by deed from Mortgagees to be recorded herewith.

The within mortgage is a purchase money first mortgage on the above described property.

Mortgagees' address: 2119 Dalloz Road  
Columbia, South Carolina 29204

RECORDED  
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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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