

Mortgagee's Address: Rt. 8, Birch Creek, Greenville, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
MAY 26 1981
Donnie S. Tankersley
RMC

MORTGAGE OF REAL ESTATE

BOOK 1542 PAGE 128

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Shelby J. Timms

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. W. Barr

(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 Seven Thousand Five Hundred and NO/100ths Dollars (\$ 7,500.00) due and payable

according to the terms of a certain Note executed herewith

with interest thereon from date at the rate of Ten (10%) centum per annum, to be paid: included in monthly installments

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, lying situate and being in the State of South Carolina, County of Greenville, Cleveland Township, located on Duckworth Road, and being known and designated as a portion of Lot No. 45 on plat of W. A. Hester, dated April 21, 1926, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book G, at Page 89, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Duckworth Road at the joint corner of Lot Number 45 and 5, and running thence along Duckworth Road for 70 feet to the joint front corner of Lots Nos. 45 and 44; thence turning and running along the joint line of Lot No. 44 for 165 feet to an unnamed stream; thence following the meanders of the stream for a straight line distance for 70 feet; thence turning and running along the joint line of Lot No. 5 for 165 feet to the point of BEGINNING."

This is the same property conveyed unto the Mortgagor by deed of Mortgagee and recorded simultaneously herewith.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$ 3.00

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.

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