

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
MAY 27 1982
MORTGAGE OF REAL ESTATE
BOOK 1571 PAGE 119

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MARK S. SMITH and PAULA H. SMITH,

(hereinafter referred to as Mortgagor) is well and truly indebted unto ^{MAIL} THOMAS F. BARTON and BETTY B. BARTON, 204 Sims Alley, Mauldin, S.C., 29662

(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

TEN THOUSAND AND NO/100ths Dollars (\$ 10,000.00) due and payable in 59 monthly installments of \$110.11 each beginning Sept 1, 1982 and the remaining balance on September 1, 1987. Said payments include interest at the rate of 12% per annum

with interest thereon from date at the rate of 12.00 per centum per annum, to be paid: as aforesaid

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, being shown as a 1.7 acre tract on a plat of Richard Malcolm Bishop, prepared by Campbell & Clarkson, Surveyors, dated September 3, 1974 and having according to such plat, the following metes and bounds, to-wit:

BEGINNING at a point which is 200 feet in a northwesterly direction from the corner of Virgil E. Burkett and Betty M. Burkett property and running thence with Gap Creek Road, N. 75-46 W., 130 feet to an old nail in bottle cap; thence continuing with Gap Creek Road, N. 72-27 W., 23 feet to a point on property now or formerly of Burkett; thence with the Burkett property line N. 23-17 E., 150 feet to a new iron pin; thence continuing with the Burkett property line, N. 18-07 E., 250 feet to a new iron pin; thence continuing with the Burkett property line S. 89-59 E., 221.9 feet to a new iron pin; thence continuing with the Burkett property line, S. 27-00 W., 464.9 feet to a point in Gap Creek Road, being the point of beginning.

THIS is the identical property conveyed to the Mortgagors by deed of the Mortgagees to be recorded of even date herewith.

THIS mortgage is second and junior in lien to that certain mortgage held by Molton, Allen & Williams, Inc., recorded in Mortgage Book 1326 at page 73 in the original amount of \$25,000.00.

It is agreed that in the event the Mortgagors default on the first mortgage, this mortgage shall become immediately due and payable.

It is further agreed that any payment not received within fifteen days of due date shall be subject to a late payment penalty of 5% of the payment amount.

It is also agreed and understood that this mortgage and the note it secures, shall become immediately due and payable if the subject property is transferred by deed or contract without the prior written consent of the Mortgagee.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
MAY 27 1982
\$ 04.00

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.

GCTO -----3 MAY 27 82 006
4.0000
2000

4328 W-2