

**MORTGAGE**

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THIS MORTGAGE is made this 12th day of August 1983 between the Mortgagor THOMAS F. BARTON and BETTY B. BARTON (herein "Borrower"), and the Mortgagee CITIBANK SOUTH CAROLINA CORPORATION of South Carolina, a corporation organized and existing under the laws of the State of South Carolina whose address is Suite 205, Beaver Plaza, 1501 York Road, Lutherville, Maryland 21093 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 13,945.00 which indebtedness is evidenced by Borrower's note dated August 12th, 1983, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of indebtedness, if not sooner paid, due and payable on August 15th, 1998:

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the northern side of Beechwood Drive, near the Town of Simpsonville, in Greenville County, South Carolina, being shown and designated as Lot No. 2 and a portion of Lot No. 3 on a plat of BEECHWOOD HILLS, recorded in the RMC Office for Greenville County, S. C., in Plat Book QQ, page 35, and having, according to a more recent survey thereof by Freeland & Associates, dated May 12, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Beechwood Drive and running thence N. 30-56 W., 210.37 feet to an iron pin; thence with the line of part of Lot 3, N. 69-35 E., 198.58 feet to an iron pin on the eastern side of Beechwood Drive North; thence with Beechwood Drive North, S. 25-31 E., 62.5 feet, and S. 20-03 E., 125.0 feet to an iron pin on the northern side of Beechwood Drive; thence with said drive, the following courses and distances: S. 59-45 W., 13.5 feet to an iron pin; thence S. 81-43 W., 75.0 feet to an iron pin, and S. 46-42 W., 85.0 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of Randall D. Reece and Rebecca H. Reece to be recorded simultaneously herewith.

The within mortgage is junior in lien to a first mortgage covering the above described property given by Randall D. Reece and Rebecca H. Reece to Bankers Life Company, in the original sum of \$32,000.00, recorded on May 15, 1979 in the RMC Office for Greenville County, S. C., in Mortgage Book 1466, page 459.

which has the address of 101 Beechwood Drive, Simpsonville South Carolina 29681 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold are hereinafter referred to as the "Property." Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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