STATE OF SOUTH CAROLINA GENERAL ESTATE OF SOUTH CAROLINA GENERAL E

WHEREAS,

W. BRUCE BARTON AND RUBY BARTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

(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 Fifteen Thousand Six Hundred Fifty and No/100-----

in equal monthly installments of One Hundred Eight and 14/100 (\$108.14) Dollars each, beginning June 15, 1984 and continuing on the 15th day of each month thereafter for a total of 180 months until paid in full

with interest thereon from date

at the rate of Three (3%) 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 94, Section C, on plat of Woodside Mills, which plat is recorded in the RMC Office for Greenville County in Plat Book W, at pages 111-117, and having such courses and distances as will appear by reference to said plat.

Derivation: This is the same property conveyed unto the Mortgagor herein, W. Bruce Barton, by deed of Odessa H. Camp, recorded in Deed Book 839, at page 354, on March 11, 1968, and W. Bruce Barton conveyed a one-half interest to the Mortgagor herein, Ruby Barton by deed to be recorded herewith.

Greenville County Redevelopment Authority Bankers Trust Plaza, Box PP-54 Greenville, South Carolina 29601

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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 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 heireinabove 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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