

MORTGAGE OF REAL ESTATE—Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

BOOK 963 PAGE 445

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Lewis W. Barron and Virgil H. Barron

WHEREAS, Lewis W. Barron and Virgil H. Barron

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST CAROLINA FUND

(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 Five Thousand - - - - - Dollars (\$ 25,000.00) due and payable

at maturity on the 1st day of August, 1968.

with interest thereon from date at the rate of 7% per centum per annum, to be paid semi-annually on April 1 and October 1 of each year

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 on the eastern side of Neely Ferry Road, Fairview Township, District 70, known as the Savage Plat, bounded on the north by property of Frant T. and Rosalie McG. Neves and D. C. Watson, on the east by property of D. C. Watson, and H. E. Watson, on the south by property of the A. H. Stewart Estate, and on the west by the Neely Ferry Road, containing 160.09 acres, more or less, according to a Plat and survey of C. M. Furman, Jr. Civil Engineer, dated February 5, 1926, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a stone in the center of Neely Ferry Road at the corner of the A. H. Stewart Estate lands, and running thence N. 51-3/4 E. 33.78 chains to a stone thence N. 14 W. 38.91 chains to a dogwood; thence S. 54 1/2 W. 24.30 chains to a stone on or near the south fork of Rabuns Creek; thence S. 53 W. 15.65 chains to a red oak; thence S. 9 W. 19.00 chains to a black oak in or near the center of the Neely Ferry Road; thence with the center of the Neely Ferry Road S. 47 E. 23.85 chains to the beginning corner.

The above described property is a part of the same conveyed to Lewis W. Barron and Virgil H. Barron by deed of H. B. Peden dated September 17, 1963 which is recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 729, at page 598.

There is expressly excluded from this conveyance twenty (20) acres, more or less which has been conveyed to Carolina Poultry Company, Inc. by the grantors herein on the 29th day of November, 1963 as will appear of record in the R.M.C. Office for Greenville County, S. C.

This mortgage is made expressly to secure a certain endorsement made by Lewis W. Barron on a five year note issued by Southeastern Interstate Motel Hotels, Inc. to the mortgagee herein dated August 1, 1963.

It is expressly understood and agreed that this mortgage is junior in rank of lien to that mortgage executed by Lewis W. Barron and Virgil H. Barron to Fidelity Federal Savings and Loan Association in the principal amount of \$30,000.00 dated January 9, 1964 which is recorded in the R.M.C. Office for Greenville County, South Carolina.

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.