

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,  
County of Greenville }

I, EUGENE P. BATSON

SEND GREETING:

WHEREAS, I the said Eugene P. Batson

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to John F. Zimmerman in the full and just sum of Five Thousand and

No/100 (\$ 5,000.00) DOLLARS, to be paid at Greenville, S. C. in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of January, 1945, and on the 1st day of each month of each year thereafter the sum of \$ 55.52, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of November, 1954 and the balance of said principal and interest to be due and payable on the 1st day of December, 1954; the aforesaid monthly payments of \$ 55.52 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 5,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said Eugene P. Batson John F. Zimmerman in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said John F. Zimmerman

John F. Zimmerman according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS to me

the said Eugene P. Batson in hand well and truly paid by the said John F. Zimmerman John F. Zimmerman at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said John F. Zimmerman

All those certain pieces, parcels or lots of land situate, lying and being on the South side of Beverly Road in Chick Springs Township, near Paris, in Greenville County, S. C., being known as Tracts 19, 20, 21, 22, 23 and the Western portion of Tract 24 as shown on plat of subdivision known as Beverly Hills, made by H. Olin Jones, Engineer, October 15, 1913, recorded in the S. C. Office for Greenville County in Plat Book C, at page 121, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Beverly Road at joint front corner of Lots No. 18 and 19, and running thence with the line of Lot No. 18, S. 46-10 W. 381.2 feet to an iron pin; thence S. 43-40 E. 981.8 feet to a pine tree in rear line of Tract 21; thence continuing S. 45-42 E. 568.1 feet to an iron pin at rear corner of Tracts 23 and 24; thence continuing along the rear line of Tract 24, S. 46-42 E. 36.8 feet, more or less, to an iron pin at corner of lot heretofore conveyed by the grantor to Margaret Zimmerman by deed recorded in Volume 180, at page 312; thence with said property heretofore conveyed to Margaret Zimmerman by deed last mentioned, N. 23-50 E. 955 feet to a point in the center of Beverly Road; thence following the center of Beverly Road the following courses and distances; N. 65-35 W. 88.5 feet; N. 64-28 W. 104.7 feet; N. 40-56 W. 94.4 feet; N. 28-45 W. 152.3 feet; N. 32-57 W. 79.2 feet; N. 54-02 W. 67.5 feet; N. 74 W. 44.1 feet; N. 78-39 W. 213.4 feet; N. 78-39 W. 55 feet; N. 78-07 W. 201.3 feet; N. 78-07 W. 142.8 feet; N. 82-26 W. 82.5 feet; S. 82-56 W. 131.4 feet to the beginning corner, and containing 26.05 acres, more or less.

This is the same property conveyed to me by deed of John F. Zimmerman of even date and to be recorded herewith, and this mortgage is given to secure the unpaid portion of the purchase price.

*State of South Carolina*  
*County of Greenville*  
For Value Received I hereby assign, transfer, and set over unto First National Bank of Greenville, S. C. the within mortgage and the note which it secures.  
Dated this 4 day of April 1946.  
Witness:  
*H. L. Hester*  
*J. A. Bailey*  
*John F. Zimmerman*  
Assignment Recorded April 5, 1946 at 9:50 A.M.  
# 5813  
The deed and assigned mortgage to John F. Zimmerman, without re-