

THE STATE OF SOUTH CAROLINA

BOOK 798 Page 309

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

To All Whom These Presents May Concern:

AUG 3 11 53 AM 1959

I, Toy Batson

SEND GREETING:

Whereas, I, the said Toy Batson
in and by a certain promissory note in writing, of even date with these
Presents, am well and truly indebted to Louie E. Smith
in the full and just sum of one hundred and thirty dollars (\$130.00)

, to be paid at the rate of \$28.19 per month starting
February 6, 1962, with payments to be made on the 6th day of each
month thereafter until paid in full,

, with interest thereon from this date
at the rate of five per centum per annum, to be computed and paid annually
until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and
unpaid, the whole amount evidenced by said note to become immediately due, at the option of the
holder hereof, 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 his 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 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 Toy Batson

, in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said

Louie E. Smith according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to me, the said Toy Batson
, in hand well and truly paid by the said

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
Louie E. Smith, his heirs and assigns forever:

All of that piece, parcel or lot of land in the Town of Taylors,
County of Greenville, State of S. C., on the north side of Old U. S.
Highway 29 being known and designated as Lot No. 14 and a portion of
Lot 13, as shown on plat recorded in Plat Book T at page 91, and
being more particularly described according to more recent survey
by J. C. Hill, dated February 9, 1954, as follows:
BEGINNING at an iron pin on the north side of Old U. S. Highway
29, at corner of property now or formerly of F. J. Moore, and running
thence with the line of said highway N. 87-15 W. 45 feet to iron pin,
corner of Lot 15, thence with the line of said lot N. 3-20 E. 228
feet to iron pin; thence N. 86-45 E. 30 feet to iron pin in line of
property now or formerly of F. J. Moore; thence with line of said
property S. 0-35 E. 230 feet to the point of beginning.

Together with an easement of ingress and egress over a party driveway
crossing the property now or formerly of F. J. Moore, as shown on
said plat.

This is a third mortgage and junior in lien to those held by Fidelity
Federal Savings and Loan Association and Charles J. Spillane.