

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MAY 20 4 55 PM 1968

BOOK 1092 PAGE 624

MORTGAGE OF REAL ESTATE

OLLIE T. BARNWORTH

R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN: WHEREAS, Henry

F. Weathers and Frances S. Weathers (hereinafter referred to as Mortgagor) is well and truly indebted unto H. Elliott Batson, as custodian for Louis Pinckney Batson, III, under the Uniform Gifts to Minors Act; H. Elliott Batson, as custodian for ~~HEREAS~~ Vivian Ruth Batson, under the Uniform Gifts to Minors Act; H. Elliott Batson, as custodian for Ann Davis Batson, under the Uniform Gifts to Minors Act; ~~HEREAS~~ H. Elliott Batson, as custodian for Glenn Elliott Batson, under the Uniform Gifts to Minors Act; H. Elliott Batson, as custodian for Elizabeth Ashley Batson, under the Uniform Gifts to Minors Act.

(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

Thirteen Thousand and No/100----- Dollars (\$ 13,000.00 ) due and payable at the rate of One Hundred Fifty Dollars (\$150.00) on the 20th day of June 1968, and One Hundred Fifty Dollars (\$150.00) on the 20th day of each and every month until May 20, 1978, when all principal and interest will be due and payable. Payment to be applied first to the interest and then to the principal.

with interest thereon from date at the rate of SEVEN 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 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, Fairview Township, containing 68.55 acres, more or less, and having the following metes and bounds, to-wit: Beginning at an iron pin, corner with lands of James W. Moore on the C. J. Jones, line, formerly S. B. Eskew, and running thence with the Jones line, S. 3-30 W. 180.9 feet to Stone 0; thence S. 13 W. 818.40 feet, by Willis Survey, to Stone; thence S. 72.30 E. 82.50 feet to Stone; thence S. 7-00 W. 1,866.48 feet to the middle of Reedy River; thence N. 72-00 E. 246.18 feet down center of river to bend; thence N. 83-30 E. 191.40 feet along River center; thence N. 88 E. 182.82 feet along River center; thence N. 85-30 E. 191.40 feet; thence N. 88 E. 174.90 feet; thence East 188.10 feet to Sycamore (new); thence N. 6-30 E. 2379.80 from middle of River and 2346.80 to an iron pin, corner with lands of James W. Moore; thence with line of Moore, along a County Road, S. 87-02 W. 170 feet to an iron pin; thence N. 57-38 W. 185 feet to a point; thence N. 33-15 W. 140 feet to a point; thence N. 17-55 W. 116.7 feet to an iron pin in center of said road; thence N. 81-00 W. 72.2 feet to an iron pin at Sweet Gum; thence N. 73-23 W. 212.4 feet to an Oak; thence S. 70-52 W. 167.9 feet to an iron pin at large oak; thence S. 72-02 W. 75.2 to an iron pin at poplar; thence N. 83-28 W. 148.4 feet to the point of beginning. LESS, however, that tract of land conveyed by Frances S. Weathers to James W. Moore by deed dated March 4, 1963, and recorded in R.M.C. Office for Greenville County, South Carolina, in Deed Book 730, at Page 529.

ALSO, All that piece, parcel or tract of land lying, being and situate in the County and State aforesaid, Fairview Township, in the Hillside Community, containing 2.3 acres, more or less, according to a plat prepared by Woodward Engineering Co., in March 1957, entitled "Property of James W. Moore", and having the following metes and bounds, to-wit: Beginning at an iron pin in the center of a County Road, joint corner with other lands of the Grantor and lands of the Grantee and Frances S. Weathers, running thence along line of other lands of the Grantor S. 81-00 E. 472.3 feet to an iron pin; thence along joint line of land of the Grantor S. 6-30 W. 247 feet to an iron pin in said County Road; thence with the said road S. 87-02 W. 170 feet to an iron pin; thence N. 57-38 W. 185 feet to a point in said road; thence with road N. 33-15 W. 140 feet; thence with the road N. 17-59 W. 116.7 feet to an iron pin, the point of beginning, and being the same tract of land conveyed by James W. Moore to Henry F. Weathers by deed dated September 4, 1959, and recorded in said R.M.C. Office in Deed Book 640, at Page 5.

ALSO, all that piece, parcel or lot of land lying, being and situate in the County and State aforesaid, Fairview Township, with the following metes and bounds, to-wit: Beginning at an old iron pin, corner with other lands of the Grantee and running thence with the joint line of other lands of the Grantee N. 14-04 E. 218.5 feet to a point on line of the Grantee; thence N. 75-56 W. 151.6 feet to a point on line of land now or formerly Ralph W. Robertson; thence with the Robertson line S. 20-45 E. 266.1 feet to the point of beginning, and being the same tract of land conveyed by James W. Moore to Frances S. Weathers by deed dated March 4, 1963, and recorded in said R.M.C. Office in Deed Book 730, at Page 530.

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.