

a point in line of property heretofore conveyed to Tave Batson and running thence S. 40-30 W. 20 feet, more or less, to an Iron Pin in line of property of Tave Batson; running thence along line of property of Tave Batson 200 feet, more or less, to the beginning corner. Said tract having a 10 foot strip on Love Drive and 20 feet on the back.

The lot above described is the same property which was conveyed to Tave Batson by Herman Batson by Deed dated November , 1945, and recorded in the R. M. C. Office for Greenville County in Deed Book 283, page 73; and being subject to the restrictions referred to in said Deed.

ALSO: All that piece, parcel or lot of land in Bates Township, Greenville County, State of South Carolina in Travelers Rest on the northwest side of Love Drive and being part of Lot 70-C on a Plat of "Love Estates" Revised, recorded in Plat Book K Page 31 and Contains Two and 16/100 Acres, more or less and having the following Metes and Bounds: Beginning at an iron pipe, the southeast corner of Lot No. 70-C and running thence N. 45-30 W. 608 feet to iron pipe; thence S. 40-30 W. 129.6 feet to stakes on north side of a 36 foot road; thence S. 39-50 E. 586 feet to iron pin on northwest side of Love Drive; thence N. 53-39 E. 186 feet to beginning corner.

The real estate above described is the same property which was conveyed to Tave W. Batson and Lillie B. Batson by A.L. Henderson and Flora S. Henderson by Deed dated May 13, 1953, and recorded in the R. M. C. Office for Greenville County in Deed Book 481, page 267; the interest of Lillie B. Batson in said property having been devised by her to Tave W. Batson by Will on file in the Court of Probate for Greenville County, South Carolina.

This is a purchase money mortgage.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said Tave W. Batson, his heirs and assigns forever.

AND I do hereby bind my self and my heirs, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee, his heirs

and assigns, from and against me and my heirs, executors and administrators

and all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor heirs, executors, or administrators, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than Dollars, in such company as shall be approved by the said mortgagee, and shall deliver the policy to the said mortgagee, and in default thereof, the said mortgagee or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said mortgagee or assigns shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor, his heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, his heirs or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the interest on the said Note, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, his heirs or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS AGREED, That if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said note, or by this mortgage, then, and in that event, unless the said taxes are paid by some party other than the said holder, that then the entire amount of the debt secured, or intended to be secured, shall forthwith become due at the option of the said mortgagee, his heirs or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the said parties, that, should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said mortgagee, his heirs or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.