

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

JAN 3 3 23 PM '72
OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

WHEREAS, we, Ralph Batley, Jr. and Julian W. Dority

hereinafter called the mortgagor(s), is (are) well and truly indebted to Southern Bank & Trust Company, hereinafter called the mortgagee(s),

in the full and just sum of Twenty-six thousand and no/100 (\$26,000.00)-----

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable ~~on~~ ~~at~~ ~~the~~ ~~beginning~~ ~~of~~ ~~the~~ ~~month~~ ~~of~~ ~~February~~ ~~2,~~ ~~1972,~~ ~~and~~ ~~on~~ ~~the~~ ~~same~~ ~~day~~ ~~of~~ ~~each~~ ~~month~~ ~~thereafter~~ ~~through~~ ~~December~~ ~~2,~~ ~~1972,~~ ~~with~~ ~~said~~ ~~payments~~ ~~to~~ ~~be~~ ~~applied~~ ~~first~~ ~~against~~ ~~interest~~ ~~and~~ ~~then~~ ~~against~~ ~~principal,~~ ~~and~~ ~~with~~ ~~the~~ ~~balance~~ ~~of~~ ~~principal~~ ~~and~~ ~~interest~~ ~~due~~ ~~and~~ ~~payable~~ ~~on~~ ~~January~~ ~~2,~~ ~~1973~~ with interest from January 3, 1972 at the rate of seven (7) per centum per annum until paid; interest to be computed and paid monthly out of each payment as scheduled above and if unpaid when due to bear interest at same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery 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 mortgagee(s) the following described real property:

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the western side of Broadus Avenue and being a portion of the property shown on a plat entitled "Property of Carter & Hill & Bailey", made by R. K. Campbell and H. C. Clarkson, April 11, 1963, recorded in the R. M. C. Office for Greenville County in Plat Book DDD at page 47, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Broadus Avenue 41 feet northwest from the joint front corner of Lots 3 and 4 of Block 1 of Boyce Addition, and running thence with the western side of Broadus Avenue, N. 15-15 W., 41 feet to an iron pin on the southern side of an 18 foot easement; thence with said 18 foot easement, S. 76-45 W., 113 feet to a pin; thence with said easement, S. 13-15 E., 40.97 feet to a pin; thence in a new line, N. 76-45 E., 114.43 feet to the beginning corner; together with those certain easements as shown on said plat along the northern and western sides of the subject property which are appurtenant thereto and which were created by deed recorded in the R. M. C. Office for Greenville County in Deed Book 722 at page 323.

This mortgage is junior and subordinate to that certain mortgage given to The Prudential Insurance Company of America recorded in the R. M. C. Office for Greenville County in Mortgage Book 943 at page 69 on December 3, 1963.