

JUL 24 1972
ELIZABETH RIDDI

WHEREAS I (we) John A. & Ressie Batty
(hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and

bound unto Mid State mfg Co (hereinafter also styled the mortgagee) in the sum of

\$ 4021.92 payable in 84 equal installments of \$ 47.88 each, commencing on the

20th day of August 1972 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, references thereto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note, which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagee in hand well and truly paid, by the said mortgagee, 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, its (his) heirs, successors and assigns forever, the following described real estate:

All that piece, parcel or lot of land, together with buildings and improvements, situate lying and being on the North eastern side of Madden Street in Greenville County, South Carolina, being shown and designated as the rear portion of Lots Nos. 87A and 88A, on a plat of the Property of Colonia Co. made by Dalton and Neves Engineers, dated September 1925, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book C. Pages 111 and 112, and having such notes and bounds as will appear by reference to a Plat of the property of John A. Batty and Ressie M. Batty, made by C.C. Jones, Eng., dated December, 1971, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book M, page 37, reference to which is hereby craved;

It is understood that this mortgage shall be a valid and lien on the above described property.

TOGETHER with all and singular the rights and appurtenances thereto in anywise incident or appertaining

TO HAVE AND TO HOLD, all and singular the said Premises and the said mortgage, its (his) successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is herein granted, and also to warrant and forever defend all and singular the said Premises and the said mortgage, its (his) heirs, successors and assigns, from and against all persons lawfully claiming or to claim the same in any part thereof.

AND IT IS AGREED by and between the parties hereto, that the said mortgagor(s), his (their) heirs, executors, or administrators, shall keep the buildings on said premises insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgagee, and in default thereof the said mortgagee, its (his) heirs, successors 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 that the said mortgagee, its (his) heirs, successors or assigns shall be entitled to receive from 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(s), his (their) 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, its (his) heirs, successors 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 said Note, when the same shall become payable 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, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED by and between the said parties that should legal proceedings be instituted for the foreclosure of this mortgage or for any purpose involving this mortgage or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee of not less than ten percent of the amount involved, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns the said debt with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, his (their) heirs, successors or assigns according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 3rd day of Aug 1972

Signed, sealed and delivered in the presence of John A. Batty (L.S.)

WITNESS C.C. Jones & Ressie M. Batty (L.S.)

WITNESS [Signature]