

JAN 21 4 25 PM '77

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DONNIE S. FANKE RELEY  
R.M.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Hilliard W. Thomason and Gertrude C. Thomason

have caused to be placed as Mortgagee in and to the property of **Alvin F. Batson**

as hereafter 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

**NINE THOUSAND, THREE HUNDRED FORTY THREE & 78/100 Dollars \$ 9,343.78**

in monthly installments of \$125.00 per month, commencing February 5, 1977 and continuing at the rate of \$125.00 per month until paid in full, with each payment applied first to interest and balance to principal

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 9% 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 to secure the same, the Mortgagor may be indebted to the Mortgagee for such further sums as may be advanced to or for his account by the Mortgagee, and in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee, and well and truly paid by the Mortgagee, it and to the signing 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, Oneal Township, on Northeast side of S.C. Highway 253 & containing 0.66 acres according to survey by Terry T. Dill, May 30, 1974, entitled Plat of Property of Winston S. Cox, and having according to said plat the following metes and bounds, to wit: BEGINNING at iron pin in center of S.C. Highway 253 at joint corner of property herein conveyed and property of E. Joseph Stokley & running along line of said Stokley property N. 57-10 E. 227.5 feet to iron pin; thence continuing along line of Stokley S. 27-45 E. 135 feet to iron pin; thence S. 61-45 W. 230 feet to iron pin in center of S.C. Highway 253; thence along center of said highway N. 26-07 W. 117 feet to beginning corner.

ALSO: ALL that other piece or tract of land situate in Oneal Township, Greenville County, South Carolina, on Northeast side of S.C. Highway 253 & containing 0.55 acres according to survey by Terry T. Dill, May 30, 1974, and having according to said survey the following metes and bounds, to wit: BEGINNING at iron pin in center of S.C. Highway 253 at joint front corner of property herein conveyed and tract above described and running thence N. 61-45 E. 230 feet to iron pin; running thence along line of property of E. Joseph Stokley S. 27-45 E. 84 feet to iron pin; thence continuing along line of Stokley S. 53-20 W. 247 feet to iron pin in center of S.C. Highway 253; thence along center of said highway N. 21-07 W. 120 feet to beginning.

The above described tracts of land being a portion of property conveyed to Winston S. Cox by deed of Nellie B. Fowler dated Oct. 12, 1973, recorded in RMC Office for Greenville County in Deed Book 986, page 47, and 628 12, 1973.

The above two lots are subject to a 50-foot right of way granted by J. Ralph Fowler and Nellie B. Fowler to Greenville County on December 5, 1970, and recorded in RMC Office for Greenville County in Deed Book 905, page 320. The said Greenville County conveyed all its right, title and interest in this 50-foot right of way to the Mortgagee herein on April 16, 1974, recorded in RMC Office for Greenville County in Deed Book 998, page 379. There is the possibility that there might be a public dedication of this road and, therefore, any rights to the use of said road by any other people would have to be an exception in the conveyance of this property.

It is understood and agreed that no Mobile Homes of any kind shall be placed on this property.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 intent of the parties hereto that all 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.

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