

1438 1980

GREENVILLE FILED
MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.
STATE OF SOUTH CAROLINA } R. S. Small, Jr.
COUNTY OF GREENVILLE } Box 10287
R.M.C. OFFICE } Greenville, S.C. 29605

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

WHEREAS, BILLY JOE BATY AND JOE T. BATY

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. S. SMALL, JR.

(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

Twenty Four Thousand and 00/100-----Dollars (\$ 24,000.00) due and payable in two (2) installments of Twelve Thousand and 00/100 Dollars (\$12,000.00) each, the first payment to be July 21, 1979 and the second payment to be July 21, 1980,

with interest thereon from date at the rate of 8-----per centum per annum, to be paid: annually, until paid in full; all interest not paid when due to bear interest at same rate as principal. Borrowers have the absolute privilege of prepayment without any penalty.

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, the Mortgagee's heirs, 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, and being shown as Lots 6, 7, 10 and 11, according to a plat entitled "Property of C. F. Putman" dated January, 1949, and recorded in the R.M.C. Office for Greenville County in Plat Book V at Page 95, and having, according to said plat, the following metes and bounds, to-wit:

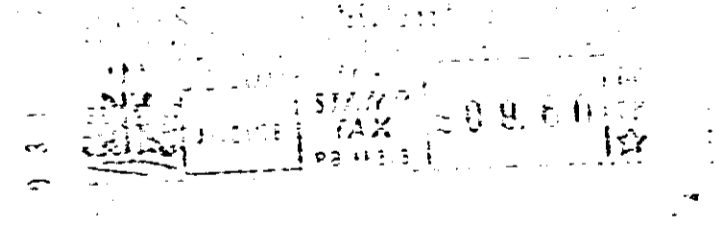
BEGINNING at a point on the western edge of Laurens Road at the joint front corner of Lots 7 and 8 and running thence S. 89-55 W. 480 feet to an iron pin on the eastern edge of Evelyn Avenue; thence with the eastern edge of Evelyn Avenue, N. 1-37 E. 153.4 feet to an iron pin at the joint front corner of Lots 11 and 12; thence N. 86-59 E. 403.6 feet to an iron pin on the western edge of Laurens Road; thence with the western edge of Laurens Road, S. 22-50 E. 188 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Robert S. Small, Jr., said deed being dated July 18, 1978 and recorded in the R.M.C. Office for Greenville County in Deed Book 1083 at Page 629.

2.50

GCTO -----3 JUL 21 78

922



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 intention 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.

CONTINUED ON NEXT PAGE

9 9 4 0

4328 RV-2