

FILED  
GREENVILLE CO. S. C.

VOLUME PAGE 431

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MAY 9 4 26 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: DANNY BATSON

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CAPITAL RESOURCES, INC.

(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 Eighty Thousand and No/100--

----- DOLLARS (\$ 80,000.00),

with interest thereon from date at the rate of 12% per centum per annum, said principal and interest to be repaid:

ON DEMAND in the event of default on that certain Note in the amount of \$80,000.00, dated April 26, 1979, by and between Batson's, Incorporated and Capital Resources, Inc., said default to be determined pursuant to the terms of said Note and Security Agreement. The principal sum of this Mortgage will become immediately due and payable upon default in either of the instruments set out hereinabove.

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:

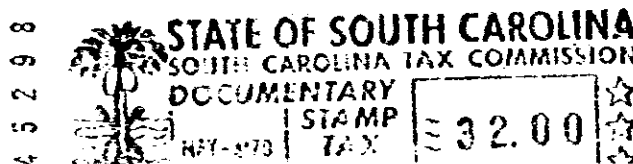
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, 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, in Bates Township, near the State Park Road, 1 mile east of Travelers Rest, S. C., said lot beginning at the iron pin on Batson Road and running thence N. 17-20 E. 175 feet to an iron pin; thence running S. 74-06 E. 194.5 feet to an iron pin; thence running S. 15-20 W. 200 feet to an iron pin on Azure Avenue; thence running N. 74-40 W. 173.8 feet to an iron pin; thence running in a curve of Azure Avenue and Batson Road N. 28-40 W. 34.2 feet to the beginning on Batson Road.

THIS MORTGAGE IS ADDITIONAL COLLATERAL to secure that certain loan made by the Mortgagee to Batson's, Incorporated as evidenced by Promissory Note in the principal sum of \$80,000.00 dated April 26, 1979

Mortgagee's Address: Capital Resources, Inc.  
548 - 12 Street Drive, N. W.  
Hickory, North Carolina 28601

Derivation: This is a portion of the property which was inherited by the Mortgagor and the other heirs-at-law of William Ralph Batson, who died intestate as a resident of Greenville County on October 10, 1975, as will appear according to Apartment 1399, File 5, in the Office of Probate Court for Greenville County. (See deed from Alma Jean Batson recorded on March 3, 1977 in Deed Book 1052 at Page 73 in the RMC Office for Greenville County.



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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