

FILED
GREENVILLE CO. S. C.

MAY 10 12 09 PM '79

DONNIE S. TANKERSLEY
R.M.C.

PLEASE MAIL

MORTGAGE

VOL 1465 PAGE 983

THIS MORTGAGE is made this 27th day of April, 19 79, between the Mortgagor, BARRY R. BATSON

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY ONE THOUSAND AND NO/100ths Dollars, which indebtedness is evidenced by Borrower's note dated April 27, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2004.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of _____, State of South Carolina: in the City of Mauldin, consisting of .421 acres, more or less, as shown on a plat entitled, "Property of Elmer D. Mullinax," by John A. Simmons, R.L.S., dated May 10, 1976 and having according to said plat the following metes and bounds, to-wit:

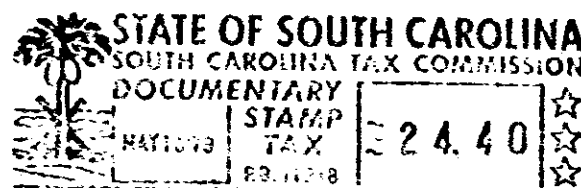
BEGINNING at an iron pin on Winchester Court, said iron pin being 350 feet from Old Laurens Road, at the joint front corner of Lot No. 4, Tract A., Oak Tree Plaza and running along said joint line N. 58-35 E. 123.26 feet to an iron pin at the joint rear corner of Lot No. 4; thence turning and running along the right of way of Highway 276 S. 39-16 E. 15.42 feet to an iron pin; thence continuing along said right of way S. 36-06 E. 100 feet to an iron pin; thence continuing along said right of way S. 32-56 E. 19.58 feet to an iron pin; thence turning and running S. 58-47 W. 150.04 feet to an iron pin on the eastern side of Winchester Court; thence turning and running along Winchester Court N. 21-55 W. 38.06 feet; thence continuing along Winchester Court N. 25-40 W. 96.94 feet to the point of beginning.

The subject lot is also shown as Lot No. 6 on a plat of Oaktree Plaza, Section II, prepared by Tri-State Surveyors, recorded in the RMC Office for Greenville County in Plat Book 5-P at page 90.

THIS is the identical property conveyed to the Mortgagor by deed of Elmer D. Mullinax to be recorded of even date herewith.

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which has the address of Oak Tree Plaza, Mauldin, S. C. (Street) (City) (State and Zip Code) (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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