

FILED  
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MAY 10 12 19 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, WE, TULA P. BATSON and ELAINE BROWN,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK & TRUST COMPANY

(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

FOURTEEN THOUSAND TWO HUNDRED FOUR & 40/100-----Dollars (\$ 14,204.40 ) due and payable

Per terms of note of even date herewith.

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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:

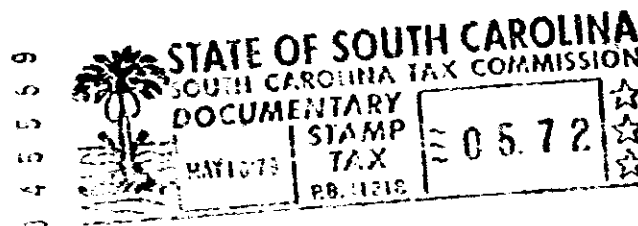
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Oakforest Drive, being shown as Lot No. 16 on a plat of OAKFOREST SUBDIVISION, recorded in the R.M.C. Office for Greenville County in Plat Book CCC, at Page 41, and described as follows:

BEGINNING at an iron pin on the western side of Oak Forest Drive, at the joint front corner of Lots 15 and 16, and running thence with the line of lot S. 77-44 W. 150-feet to a pin; thence S. 12-16 E. 100-feet to an iron pin, rear corner of Lot 17; thence with the line of Lot 17, N. 77-44 E. 150-feet to pin on Oak Forest Drive; thence with the western side of Oak Forest Drive, N. 12-16 W. 100-feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of Frank A. Collins and Mary M. Collins as recorded in the R.M.C. Office for Greenville County in Deed Book 1040, at Page 749 on August 5, 1976.

This is junior to that first mortgage to First Federal Savings & Loan Association as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1374, at Page 625 on August 5, 1976 in the original amount of \$21,000.00 and having an approximate balance of \$19,834.86.

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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 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.

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