

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } CO. S. C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 27 10 45 AM '80

JOHN C. TANNERSLEY

WHEREAS, Lance Enterprises a Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto William F. Batson

(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 Sixty-four Thousand, Three Hundred Four and 70/100ths

Dollars (\$ 64,304.70) due and payable

with interest thereon from even date at the rate of ten (10) per centum per annum, to be paid as set forth in said note.

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 southern side of Pelham Road being designated as the eastern half of Tract 5 of Jones Estate and the tract adjacent thereto originally containing 6.7 acres, more or less, and being more particularly shown on plat entitled "Property of William F. Batson" as prepared by Freeland and Associates dated October 21, 1980 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 87, Page 57, and having according to said plat the following metes and bounds:

BEGINNING at a railroad spike in the center of Pelham Road and running thence with the common line of Wade Hampton Fire and Sewer District S 22-15 E 1382.4 feet, crossing a reference iron pin at 34 feet from the center line of Pelham Road, to a point in a branch crossing a reference iron pin 11 feet prior to said point; thence with said branch as the line N 61-14 E 90.4 feet, N 44-27 E 58.9 feet, N 31-24 E 120.6 feet, N 7-33 E 86.9 feet, to a point being a common corner of property now or formerly of Lois O. Jones; thence with the common line of said Jones Property N 26-00 W 242 feet crossing a reference iron pin 11 feet after leaving said branch, to a new iron pin; thence continuing along said Jones Property N 14-15 W 877 feet to a railroad spike in the center of Pelham Road, crossing a reference iron pin at 33 feet from said railroad spike; thence along the center line of Pelham Road S 81-00 W 401.2 feet to a railroad spike, the point of beginning.

DERIVATION: This being the same property conveyed to the Mortgagor herein by deed of William F. Batson as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1136, Page 168, on October 27, 1980

THIS mortgage is junior and second in lien to that certain note and mortgage given by Lance Enterprises to Carolina Federal Savings & Loan Association, Greenville, South Carolina, of even date herewith, as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1522, Page 168, on October 27, 1980. This mortgage represents a purchase money mortgage being a portion of the purchase price paid by the Mortgagor to Mortgagee as Seller.

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STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
STAMP
\$ 25.76

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 such 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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