

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

S.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DANNY K. BATSON and CYNTHIA H. BATSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto BILLY L. GRIGSBY

(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-Five Thousand and no/100 Dollars \$25,000.00; due and payable

in eighty-four (84) equal monthly installments of \$441.32 each with each payment representing its share of principal and interest amortized at the rate of twelve per cent (12%) per annum, beginning December 22, 1980 and continuing on the 22nd day of each month thereafter until paid in full with interest thereon from date at the rate of twelve 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

ALL that certain piece, parcel or tract of land situate on the northwestern side of Batson Road and on the northern side of Hawkins Road in the County of Greenville, State of South Carolina being shown as a tract containing 2.5 ac. on a plat of the property of Danny K. Batson and Cynthia H. Batson dated October 18, 1978, revised July 1979, prepared by W. R. Williams, Jr., Surveyor, recorded in Plat Book 7-L at Page 55 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old nail and cap near the center of Batson Road at the corner of a 21.09 acre tract and running thence with said tract N 71-43 W. 479.1 feet to an iron pin in the line of property now or formerly belonging to Hawkins; thence with the Hawkins property S 10-39 E 399.5 ft to a spike near the center of Hawkins Road; thence with Hawkins Road S 76-57 E 144.10 feet to a nail and cap near the center of Batson Road; thence with Batson Road N 45-01 E 157.3 feet to a nail and cap; thence sill with said road N 38-21 E 208.64 ft. to the point of beginning.

This is the same property conveyed to Danny K. Batson and Cynthia H. Batson by deed from Flora Willis Batson dated August 21, 1979, recorded in Deed Book 1110 at Page 157 in the RMC Office for Greenville County, South Carolina.

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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 of all 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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