

MORTGAGE OF REAL ESTATE -

Laws & Daniel, 300 E. Coffee St., Greenville, S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE BOOK 1536 PAGE 691
JAN 22 3 18 PM '81
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, James Gary Batson

(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 ~~XXXXXXX~~, the terms of which are incorporated herein by reference, in the sum of Six Thousand Four Hundred Eleven and 00/100

Dollars (\$6,411.00) due and payable according to the terms of promissory note executed in favor of Mortgagee on or about September 4, 1979, which note and terms are incorporated herein by reference.

~~XXXXXXXXXX~~

~~XXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

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

ALL of that certain piece, parcel or lot of land situate, lying and being in Bates Township, near Travelers Rest, South Carolina, on Batson Road and having according to plat of property of James Gary Batson, by W.R. Williams, Jr., dated July 20, 1977, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Batson Road, joint corner with 1.65 acre parcel of grantee and running with center of road N. 55-52 E., 75 feet to a nail and cap in center of road; thence N. 59-26 E., 109.8 feet to nail and cap; thence S. 37-04 E., 25 feet to an iron pin; thence, S. 37-04 E., 460.2 feet to an iron pin; thence S. 55-31 W., 120 feet to an iron pin joint rear corner with 1.65 acre parcel; thence, N. 44-50 E., 475.8 feet to an iron pin; thence, N. 44-50 E., 26.4 feet to point of beginning. Reference to said plat is craved for a more accurate description.

This being same property conveyed to W.A. and Flora Batson by deed of W.S. Batson, Jr., dated 1-31-45, recorded in the RMC office, book 271, page 415. W.A. Batson died testate devising his interest to Flora W. Batson, See Apt. 1410, file 19 of the Probate Court of Greenville County.

Grantee's address is 128 N. Poinsett Highway, Travelers Rest, S.C. 29690.

This mortgage is given in substitution of mortgage which originally secured promissory note referred to hereinabove, said prior mortgage having been recorded September 5, 1979 in RMC office of Greenville County in Book 1479 at page 642, and in full satisfaction of said prior mortgage.

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RECORDED IN THE R.M.C. OFFICE OF 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 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.

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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