

Mortgagee's address: Route 5, Box 455
Easley, South Carolina 29640
MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
PURCHASE MONEY
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Cedar Lane Properties, a South Carolina General Partnership,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Haliburton C. 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 Fifteen Thousand and no/100 (\$15,000.00) Dollars, with interest thereon from date at the rate of ten (10%) per cent per annum, computed and paid annually; principal to be paid in four equal annual successive installments in the amount of \$2,500.00, the first such installment being due and payable June 1, 1982 and subsequent installments in a like amount being due and payable June 1, 1983, June 1, 1984 and June 1, 1985, with a final principal installment in the amount of \$5,000.00 being due and payable June 1, 1986, interest on the unpaid principal balance being due and payable on the same dates that principal payments are due.

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, the Mortgagee's heirs, successors and assigns:

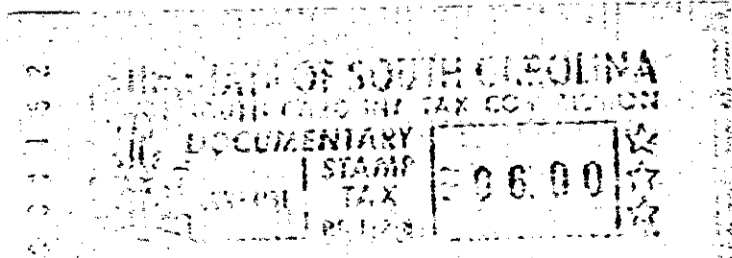
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, known as part Lot No. 2 on plat of N. A. Howard Estate, recorded in Plat Book Q, at page 87, and being shown thereafter on plat by J. C. Hill, entitled "N. A. Howard Estate", dated July, 1965, and recorded in the R.M.C. Office for Greenville County in Plat Book GCG, at Page 291, and having, according to said plat, the following metes and bounds, to-wit:

ALL that 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, known as part Lot No. 2 on plat of N. A. Howard Estate, recorded in Plat Book Q, at page 87, and being shown thereafter on plat by J. C. Hill, entitled "N. A. Howard Estate", dated July, 1965, and recorded in the R.M.C. Office for Greenville County in Plat Book GCG, at Page 291, and having, according to said plat, the following metes and bounds, to-wit:
BEGINNING at an iron pin on the northern side of the Cedar Lane Road at the corner of Lot Nos. 2 and 3, which is located 147.2 feet west of the right-of-way of Batson Road, and running thence along the line of Lucille H. Chastain, N. 28-15 E. 200 feet to an iron pin; thence along the Farr property, N. 66-10 W. 139.8 feet to an iron pin; thence along the property of Carey Howard, S. 25-15 W. 200 feet to an iron pin on the northern side of Cedar Lane Road; thence with said Road, N. 66-10 W. 146.6 feet to the point of beginning.

This is the same property conveyed to Mortgagor herein by deed of Haliburton C. Batson, to be recorded.

This Mortgage is junior in rank to a mortgage executed by Mortgagee herein to Travelers Rest Federal Savings & Loan Association in the principal amount of \$24,000.00, dated July 25, 1972 and recorded in the R.M.C. Office for Greenville County, South Carolina, on July 26, 1972 in Mortgage Book 1242, at Page 432, and having at present an unpaid principal balance of \$17,527.82, a substituted mortgage payable to Poinsett Federal Savings & Loan Association, dated June 3, 1981 in a like amount, having been recorded herewith.

It is understood and agreed that any default under the terms and conditions of that certain mortgage originally given by the Mortgagee herein to Travelers Rest Federal Savings And Loan Association, dated July 25, 1972, recorded in the R.M.C. Office for Greenville County, S. C. in R.E.M. Book 1242, at Page 432, shall constitute an act of default under the within mortgage entitling the Mortgagee to exercise all rights and remedies set forth herein.



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 is 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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