

100-1030-100232

MAY 7 11 46 AM '84
STATE OF SOUTH CAROLINA
RECORDS & CLERK

MORTGAGE

(Participation)

This mortgage made and entered into this 30th day of April 19 84, by and between William Neal Batson, Danny K. Batson and Cynthia H. Batson

(hereinafter referred to as mortgagor) and American Federal Bank, F.S.B.

(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina:

1 2 0 0 4 3 all that piece, parcel or lot of land near Travelers Rest, Greenville County, State of South Carolina, and being shown and designated as Tract No. 3 on the Plat of the Property of P.B. Batson Estate prepared by W. R. Williams, Jr., R.E. & L.S. #3979, in October, 1973, and containing 9.87 acres, more or less, and according to said plat, having the following metes and bounds, to-wit:

STATE OF SOUTH CAROLINA
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MAY 11 1984
STAMP
TAX
120.00

BEGINNING at a nail and cap in the center of Little Texas Road, joint front corner of Tracts 3 and 4; thence with the center of said road, S. 69-31 E. 90.3 feet to a nail and cap; thence continuing with said road, S. 45-28 E. 80.5 feet to an iron pin; thence continuing with said road, S. 20-51 E. 100 feet to a nail and cap, joint front corner of Tracts 2 and 3; thence with the common line of Tracts 2 and 3, S. 16-52 W. 1540.4 feet to an iron pin; thence with the common line of Paris Mountain State Park, N. 81-56 W. 154.2 feet to a concrete monument; thence N. 7-30 W. 387.8 feet to an iron pin; thence with the common line of Tract 4, N. 20-43 E. 1335.9 feet to the beginning corner. The lien of the within mortgage is second and subsequent to mortgage given by William N. Batson to Bank of Travelers Rest, recorded Mortgage Book 1443 at Page 113, RMC Office for Greenville County. Being the same property conveyed to William Neal Batson by deed of Aldon Batson dated October 11, 1974, and recorded in the RMC Office for Greenville County in Deed Book 1008 at Page 626.

ALSO:

ALL that piece, parcel or lot of land with the improvements thereon situate, lying and being in or near Travelers Rest in the County of Greenville, South Carolina and being more particularly described as Lot No. 3 as shown on plat entitled Subdivision for Abney Mills, Renfrew Plant, Travelers Rest, South Carolina, made by Dalton & Neves, Engineers, Greenville, S.C., January, 1959, and recorded in the Office of the RMC for Greenville County in Plat Book QQ at Page 53. According to said plat the within described lot is also known as No. 14 Park Avenue and fronts thereon 156 feet.

(CONTINUED ON RIDGER ATTACHED HERETO)

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated April , 1984 in the principal sum of \$ 300,000.00 , signed by William Neal Batson and Danny K. Batson in behalf of Batson's, Inc. d/b/a Hometown Food Stores

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