

FILED
GREENVILLE
MORTGAGE OF REAL ESTATE—Office . . . Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.
21 3
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
R. S. Small Jr.
Box 10287
Greenville, S.C. 29605

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MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BILLY JOE BATY AND JOE T. BATY

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. S. SMALL, JR.

(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 Four Thousand and 00/100 Dollars (\$ 24,000.00) due and payable
in two (2) installments of Twelve Thousand and 00/100 Dollars (\$12,000.00) each, the first

on 7-21-1979 and the second on 7-21-1980.

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*created
Donnie S. Tankersley
2-28-79*
MORTON, DEARDY, HARRIS, WARD & BLANEY, P.A.

25042

MAR 1 1979

PAID IN FULL AND SATISFIED this the 28th day of
February, 1979.

Donnie S. Tankersley
WITNESS

R. S. Small Jr.

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 fixed 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 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 whatsoever lawfully claiming the same or any part thereof.

(CONTINUED ON NEXT PAGE)