

MORTGAGE OF REAL ESTATE—Office of PYLE & PYLE, Attorneys at Law, Greenville, S. C.

Vol 1476 PAGE 415

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BOOK 77 PAGE 382

FILED  
GREENVILLE CO. S.C.  
9 4 36 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JO-MAR LIQUORS, INC.

(hereinafter referred to as Mortgagee) is well and truly indebted unto W. SMITH BATSON AND EDNA M. BATSON (a one-half interest therein) and M. G. BATSON (a one-half interest therein) Route #7, Pilot Rd., Greenville, S.C. 29609

(hereinafter referred to as Mortgage) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Thirty Thousand and 00/100

Dollars (\$ 30,000.00 ) due and payable

Five (5) years from date, with the right to anticipate in whole or in part at any time

Deed recorded on December 22, 1970 in Deed Book 905 at Page 78, less however the front portion of said lots conveyed to Mike Melenas by deed recorded in Deed Book 964 at Page 456.

REC'D  
1 AU 9 70 1249

*Witness*  
*C. V. [Signature]*  
8-3-80 Paid & satisfied  
2012 M. G. Batson

200

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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, reductions or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether fire or not.

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