

MORTGAGE OF REAL ESTATE--Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED  
GREENVILLE CO. S. C.

'BOOK 1129 PAGE 465

MORTGAGE OF REAL ESTATE

JUN 24 9 43 AM '69

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH  
R. M. C.

WHEREAS, we, James T. Batson, Jr. and Martha F. Batson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack E. Shaw Builders, Inc.

(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

Two thousand and no/100-----Dollars (\$ 2, 000. 00 ) due and payable \$1, 000. 00 plus interest, 12 months from date of this note. The then outstanding balance, plus interest due and payable 24 months from date of this instrument.

with interest thereon from date at the rate of seven per centum per annum, to be paid: according to terms stated in this instrument.

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, on the eastern side of Overton Avenue being shown as Lot No. 15 on a plat entitled Cedar Vale recorded in Plat Book 000, at page 13 in the RMC Office for Greenville County and having according to said plat the following metes and bounds:

Beginning at an iron pin on the east side of Overton Avenue at the joint front corner of Lots 15 and 16 and running thence with the line of Lot 16, S. 70-47 E. 175 feet to an iron pin; thence N. 19-11 E. 100 feet to an iron pin; thence N. 70-47 W. 175 feet to an iron pin on the eastern side of Overton Avenue; thence with the eastern side of Overton Avenue, S. 19-13 W. 100 feet to the beginning corner.

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.

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 whomsoever lawfully claiming the same or any part thereof.

*Paid 5/17/71*