

GRIFFIN & HOWARD, ATTORNEYS
GREENVILLE, SOUTH CAROLINA
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1150 PAGE 267

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S.C. WHOM THESE PRESENTS MAY CONCERN;

MAR 16 10 40 AM '70

WHEREAS, JAMES C. SMITH and MARY MARTHA SMITH
OLLIE F. SMITH
R. M. C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto D. G. 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 Eleven Hundred Fifty Four and No/100

Dollars (\$ 1154.00) due and payable

\$50.00 per month beginning April 1, 1970, and \$50.00 on the 1st day of each month thereafter until paid in full

with interest thereon from date at the rate of 7% per centum per annum, to be paid:

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, in Greenville Township, being known and designated as Lot No. 18 on plat of property of C. E. Briscoe made by C. M. Furman, Jr., engineer, in May 1923, which is of record in the RMC Office for Greenville County in Plat Book F at page 166, which lot is more particularly described as follows:

BEGINNING at a point on Gentry Street, said point being the joint corners of Lots 18 and 19, and running thence along the joint line of Lots 18 and 19 S. 55-30 W. 153.39 feet to a point, which point is the joint corners of Lots 8, 9, 18 and 19; thence running along the common boundary of Lots 9 and 18 N. 34-30 E. 50 feet to a point which is the joint corner of Lots 9 and 18; thence running in a line parallel with common boundary of Lots 18 and 19 S. 34-53 E. 50 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 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 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.