

M

Address: *BK 457*

MORTGAGE - INDIVIDUAL FORM **DILLARD & MITCHELL, P.A., GREENVILLE, S. C.**
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Trayless Rest. S.C.
BOOK 1422 PAGE 313
BOOK 53 PAGE 423

FILED
JUN 13 1978
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert E. Garner, Sr. and Ruby M. Garner

(hereinafter referred to as Mortgagor) is well and truly indebted unto Alvin F. 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 THOUSAND, FIVE HUNDRED AND NO/100 ----- Dollars (\$ 11,500.00) due and payable

Witness
Alvin F. Batson

FILED
GREENVILLE CO. S. C.
JUN 13 11 42 AM '78
DONNIE S. TANKERSLEY
R.H.C.

Print & satisfied in full
This 12th of June 1978

37368

Alvin F. Batson

Robert E. Garner

Corroborated
Donnie S. Tankersley

GCTO ----- 2 FEB 27 1978

GCTO --- 1 JUN 13 1978

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and 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 Mortgagee 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.

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, readvances or credits that may be made hereafter to the Mortgagor 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.

9423

4328 RV-2