

MORTGAGE OF REAL ESTATE—Office of J. P. Ballenger & Thomas, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE, S. C.
JUN 18 10 20 AM '69
OLLIE FARNSWORTH
R. H. C. MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

John P. Batson, Jr.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Charles P. Ballenger and C. T. Wyche, as Executors and Trustees under the Will of Myrtle S. Ballenger (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 -----

----- Forty-Five Thousand and No/100 ----- DOLLARS (\$ 45,000.00),
with interest thereon from date at the rate of 8 per centum per annum, said principal and interest to be repaid: Payable on or before October 15, 1970, with interest payable semi-annually

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 southern side of

Crescent Ave., in the City of Greenville, more particularly described on plat made by James C. Covington, C.E., August 20, 1934, and having according to said plat the following metes and bounds:

BEGINNING on Crescent Avenue, at an iron stake 79.6 feet west of southwestern corner of Crescent Avenue and Capers St., same being the northwest corner of property now or formerly of J.P. Gossett, running thence S. 4-00 E. along western line of said property 210 feet to iron post; thence N. 85 $\frac{1}{2}$ E. 81.5 feet to iron post on the western side of Capers St.; thence along western side of said Street S. 0-5 E. 75.5 ft. to iron post on western side of said Street; thence S. 84-30 W. 269 feet more or lessto iron post on eastern side of Goodrich Alley; thence along eastern side of said Alley in northeasterly direction 27.5 feet to gate post; thence continuing with eastern side of said Alley in northwesterly direction 10.7 feet to gate post; thence continuing with northeastern side of said Alley N. 39 W 73 feet to iron post; thence continuing with northeastern side of said Alley N. 70 W. 180.5 feet to post at intersection of Eagle Avenue; thence along eastern side of said Avenue N. 3 W. 150.7 feet to iron post at southeastern intersection of Eagle Avenue with Crescent Avenue; thence in easterly direction along southern side of said Avenue, same being on a curve, a distance of 177.2 feet to point of tangency; thence N. 85-30 E. along southern side of Crescent Avenue 218.1 feet to point of beginning.

Being same property conveyed to the mortgagor by the mortgagees by deed of even date, to be recorded herewith, and this mortgage is given to secure a portion of the purchase price.

It is understood that this mortgage is junior in lien to one of even date executed to Fidelity Federal Savings and Loan Association, in the amount of \$50,000.00, to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

*Paid and satisfied in full this 15th day of October 1970.
C. T. Wyche, Executor & Trustee*