

STATE OF SOUTH CAROLINA SEP 21 8 24 AM 1966
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1041 PAGE 117

CLIE E. BATH TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, JAMES D. SMITH OR SUSIE LEE SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto

D. G. BATSON OR ESTATE OF 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

FIVE THOUSAND TWO HUNDRED DOLLARS Dollars (\$ 5,200.00) due and payable

AT FIFTY DOLLARS PER MONTH WITH SEVEN PER CENT PER ANNUM.
ANY BALANCE MAY BE PAID AT ANY TIME WITH ACCUMALATED
INTEREST UP TO DATE NOTE IS PAID IN FULL. PAYMENTS DUE 5th OF
EACH MONTH.

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

I, D. G. BATSON, OWNER OF FRAME HOUSE AND LOT AT THREE "D" STREET, POE MILL, GREENVILLE, SOUTH CAROLINA HEREBY AGREE TO SELL SAID HOUSE AND LOT TO JAMES D. SMITH OR SUSIE LEE SMITH FOR THE SUM OF FIVE THOUSAND FIVE HUNDRED DOLLARS WITH THREE HUNDRED DOLLARS DOWN PAYMENT, BALANCE TO BE PAID AT FIFTY DOLLARS PER MONTH WITH SEVEN PER CENT INTEREST PER ANNUM, AND AGREE TO ACCEPT PAYMENT IN FULL ANY TIME THAT JAMES D. SMITH OR SUSIE LEE SMITH OFFERS TO PAY BALANCE. IT IS ALSO UNDERSTOOD THAT D. G. BATSON WILL HOLD TITLE ON PROPERTY UNTILL ONE HALF OF THIS NOTE IS PAID.

Together with all and singular rights, members, herditaments, 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.