

FILED
GREENVILLE CO. S.C.
MAR 8 3 27 PM '84
DONNIE S. JENNINGS
R.M.C. CLERK

MORTGAGE OF REAL ESTATE

TO CALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert T. Thompson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles R. Batson and Willie Mae Batson, individually and as Executrix of the Estate of Theodore B. Batson, deceased (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 Fifty One Thousand Six Hundred and No/100----- Dollars (\$ 51,600.00) due and payable according to terms of promissory note executed of even date herewith,

with interest thereon from date at the rate of 12% 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 those pieces, parcels or tracts of land, situate, lying and being on the northwestern side of McElhaney Road, approximately one and one-half (1 1/2) miles west of the Town of Travelers Rest, in Bates Township, Greenville County, South Carolina, being shown and designated as 4.69 acres and 38.31 acres for an aggregate of 43 acres on a plat of a survey for Charles R. Batson and Estate of Theodore B. Batson, made by Freeland and Associates, Engineers, dated February 8, 1984, recorded in the RMC Office for Greenville County, S. C. in Plat Book 10-I, page 7, reference to which is hereby craved for the metes and bounds thereof, and being bounded as follows: On the south by property of Robert T. Thompson, on the west by property of Frank H. Kaufmann and John M. Dillard, on the northwest by property now or formerly of John Henry McDaniel and on the east by property owned by McLain Hall.

The above described property is the same conveyed to the Mortgagor by deed of Charles R. Batson and Willie Mae Batson, individually and as Executrix of the Estate of Theodore B. Batson to be recorded simultaneously herewith.

There is hereby excluded from the above described property the following property which shall not be subject to the terms and conditions of this mortgage, to-wit:

ALL that piece, parcel or tract of land containing 4.69 acres, situate, lying and being on the northwestern side of McElhaney Road, near the Town of Travelers Rest, in Greenville County, South Carolina, being shown on a plat of a Survey for Charles R. Batson and the Estate of Theodore B. Batson, made by Freeland & Associates, dated February 8, 1984, recorded in the RMC Office for Greenville County, S. C. in Plat Book 10-I, page 7, said tract being surrounded by 38.31 acres above described on the northwest and south and by property of McLain Hall on the east.

The Mortgagor reserves the right to have released from the lien of this mortgage, upon request by release documents executed by the owner and holder hereof in due and recordable form of law, any portion of the above described 38.31 acres shown on a plat recorded in Plat Book 10-I, page 7 by dividing 120% of the then principal balance due on this Note and Mortgage by the total of 43 acres multiplied by the number of acres to be released in which event all acreage calculations shall be computed on a per square foot basis.

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.

The Mortgagor 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.

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