

MORTGAGE

(Participation)

GREENVILLE S.C.
OCT 17 4 02 PM '84
DONNIE J. [unclear]

This mortgage made and entered into this 16th day of October 19 84, by and between Danny K. Batson and Cynthia H. Batson

(hereinafter referred to as mortgagor) and American Federal Bank, FSB

(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

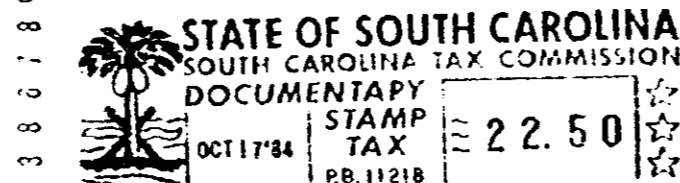
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina

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, situate on the northwestern side of Batson Road and on the northern side of Hawkins Road being shown as a tract containing 2.5 acres on a plat of the property of Danny K. Batson and Cynthia H. Batson, dated October 18, 1978, revised July, 1979, prepared by W. R. Williams, Jr., Surveyor, recorded in Plat Book 7-L at Page 55 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old nail and cap near the center of Batson Road at the corner of a 21.09 acre tract and running thence with said tract N. 71-43 W. 479.1 feet to an iron pin in the line of property now or formerly belonging to Hawkins; thence with the Hawkins property S. 10-39 E. 399.5 feet to a spike near the center of Hawkins Road; thence with Hawkins Road S. 76-57 E. 144.10 feet to a nail and cap near the center of Batson Road; thence with Batson Road N. 45-01 E. 157.3 feet to a nail and cap; thence still with said Road N. 38-21 E. 208.64 feet to the point of beginning.

Being the same property conveyed to Danny K. Batson and Cynthia H. Batson by deed of Flora Willis Batson dated August 21, 1979, and recorded in the RMC Office for Greenville County in Deed Book 1110 at Page 157.

The lien of the within mortgage is second and subsequent to the lien of that certain mortgage given by Danny K. Batson and Cynthia H. Batson to the Bank of Travelers Rest, recorded January 16, 1980, in Mortgage Book 1493 at Page 371 in the RMC Office for Greenville County.



Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated in the principal sum of \$ 75,000.00, signed by William Neal Batson and Danny K. Batson in behalf of Batson's, Inc. d/b/a Hometown Food Stores

SCTO -----1 OCT 17 84

063

4.0000

0937

2328-172