BOOK 509 mag 432

MORTGAGE OF REAL ESTATE—Prepared by Haynsworth & Haynsworth, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

The State of South Carolina,
County of GREENVILLE.

SEP 19 2 40 FM 150

To All Whom These Presents May Concern:

WE, JOHN W. MARSH AND NELLIE P. MARSH

SEND GREETING:

Whereas, we , the said John W. Marsh and Nellie P. Marsh

in and by our certain promissory

note in writing, of even date with these

presents, are well and truly indebted to Henry A. Batson

in the full and just sum of Three Thousand and no/100 (\$3,000.00) Dollars

, to be paid in 100 consecutive monthly installments of \$30.00 each, beginning on the 17th day of October, 1951, said principal payments thereafter to be due and payable on the 17th day of each month of each year until said principal sum is paid in full.

, with interest thereon from

date

at the rate of six per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we, the said John W. Marsh and Nellie P. Marsh

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Henry A. Batson

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said John W. Marsh and Nellie

P. Marsh

, in hand well and truly paid by the said

Henry A. Batson

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by the Presents do grant, bargain, sell and release unto the said Henry A. Batson:

All that certain piece, parcel or lot of land with buildings and improvements thereon, situate, lying and being in the Town of Marietta, South Carolina, in Bates Township, on the Western side of Batson Avenue, and having the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the Western side of Batson Avenue at the joint front corner of the within mortgaged premises and property of George W. Bowers and Lessie F. Bowers, which iron pin is 433 feet from the intersection of Batson Avenue and Pumpkintown Road, and running thence along the common line of said properties, N. 69-30 W. 150 feet to an iron pin; thence S. 19-30 W. 100 feet to an iron pin; thence S. 69-30 E. 150 feet to an iron pin on the Western side of Batson Avenue; thence along the Western side of Batson Avenue N. 19-30 E. 100 feet to an iron pin, the beginning corner.

The within mortgage is a purchase money mortgage given to secure a portion of the purchase price.