

MORTGAGE OF REAL ESTATE - G.R.E.M. 2

PROFORMA - LAMARCO CO. - GREENVILLE 51419

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Whereas, We the said Eugene Batson and Ina Batson SEND GREETINGS:
in and by our certain promissory note in writing, of even date with these presents, are
well and truly indebted to W. Smith Batson
in the full and just sum of One Thousand and no/100
(1000.00) Dollars, to be paid on demand

*Hand and Ina Batson
March 27 1946
W. Smith Batson*

RECORDED AND CANCELLED OF
RECORD 27 COPY OF
MAY 19 1946
SOUTH CAROLINA
GREENVILLE COUNTY, S.C.
14:00 O'CLOCK
9164

with interest thereon from maturity at the rate of 6 per cent ann per annum, to be paid and paid annually

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 attorneys' 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 Eugene Batson and Ina Batson
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W. Smith Batson

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us
the said Eugene Batson and Ina Batson
in hand well and truly paid by the said W. Smith Batson

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said W. Smith Batson, his heirs and assigns forever:

All that piece, parcel or lot of land in Greenville County, State of South Carolina, on Highway #13, BEGINNING at an iron peg, eastern boundary of Davis, running eastward 50 feet with highway to iron pin; thence northward in parallel line to the eastern boundary of Davis lot to the branch; thence down the branch to the Davis line; thence with the Davis line southward to the beginning point. Said lot of land being 50 feet in width and extending from highway #13 to the branch on the north, and being the same lot of land conveyed to us by Henry Thomas Price and Lavinia S. Price by their deed dated April 28, 1943, and recorded in the R. M. C. for the County and State aforesaid in Vol. 253 at page 117.

One of the mortgagors herein, Eugene Batson, has instituted claim and delivery proceedings in the Court of Common Pleas against R. H. Bearden as Sheriff of Greenville County, for the possession of a certain automobile mentioned in the complaint in said cause; the mortgagee herein signed the plaintiff's bond in that action and this note and mortgage are executed and delivered to the mortgagee herein for the specific purpose of saving harmless the said mortgagee on account of the execution and delivery of said plaintiff's claim and delivery bond. If the mortgagor, Eugene Batson, shall save harmless the mortgagee herein because of the signing of said bond, then this mortgage and note to be null and void.