

# State of South Carolina,

COUNTY OF GREENVILLE

**WE, S. B. SHELTON AND EVA P. SHELTON**

SEND GREETING:

WHEREAS, ~~we~~ the said **S. B. Shelton and Eva P. Shelton,**

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 Two Hundred and no/100 - - - - -** (\$**3,200.00**) DOLLARS, to be paid at \_\_\_\_\_ in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of **six** (**6**%) per centum per annum, said principal and interest being payable in **monthly** installments as follows:

Beginning on the **15th** day of **June**, 19**51**, and on the **15th** day of each **month** \_\_\_\_\_ of each year thereafter the sum of \$**31.23** \_\_\_\_\_, to be applied on the interest and principal of said note, said payments to continue up to and including the **15th** day of **April**, 19**63**, and the balance of said principal and interest to be due and payable on the **15th** day of **May**, 19**63**; the aforesaid **monthly** payments of \$**31.23** \_\_\_\_\_ each are to be applied first to interest at the rate of **six** (**6**%) per centum per annum on the principal sum of \$**3,200.00** \_\_\_\_\_ or so much thereof as shall, from time to time, remain unpaid and the balance of each **monthly** payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 **S. B. Shelton and Eva P. Shelton** \_\_\_\_\_, 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 **S. B. Shelton and Eva P. Shelton** \_\_\_\_\_ in hand and truly paid by the said **Henry A. Batson** \_\_\_\_\_ at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these 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 near the Town of Marietta, South Carolina, on the Northwestern side of Batson Avenue and being described according to a plat prepared by W. P. Morrow, Land Surveyor, dated May 5, 1951, entitled "Property of S. B. Shelton, Marietta, S. C.", and having according to said plat the following metes and bounds, courses and distances to-wit:

BEGINNING at an iron pin on the Northwestern side of Batson Avenue at the joint corner of the within mortgaged premises and other property of Henry A. Batson and running thence along the common line of said properties N. 70-15 W. 210 feet to an iron pin; thence continuing along the common line of the within mortgaged premises and other property of Henry A. Batson N. 19-30 E. 105 feet to an iron pin; thence still along the common line of said properties S. 70-15 E. 210 feet to an iron pin on the Northwestern side of Batson Avenue; thence along the Northwestern side of Batson Avenue S. 19-30 W. 105 feet to an iron pin, the beginning corner.

The above described property is the identical property conveyed to the mortgagors herein by deed of even date and to be recorded. This mortgage is a purchase money mortgage given to secure a portion of the purchase price.

*Paid in full this 23<sup>rd</sup> day of August, 1963*

*W. T. Batson, Jr.  
Kypis W. Batson*

*Witness:  
Jerry F. Guest  
Edna D. Guest*

*Executors of the Estate of  
Henry A. Batson*

RECORDED AND INDEXED BY CLERK  
26 Aug 1963  
*Ollie Farnsworth*  
4:32  
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