STATE OF SOUTH CAROLINA GREHNALTOE 13 ST PM 1885 COUNTY OF

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERNIOUX 994 PAGE 149

HFR. . . . .

WHEREAS. Harold R. Westmoreland and Evelyn A. Westmoreland

(hereinafter referred to as Mortgagor) is well and truly indebted un to Wade H. Batson

(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 One Thousand Eight Hundred Seventy-Five - - -Thirty-Five Dollars (\$35.00) per month beginning thirty (30) days from the date hereof, each payment applying first to interest and the balance to principal, with privilege of anticipating any and all payments,

with interest thereon from date at the rate of six (6%) 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 er 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 as-

"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, on Mountain Creek Road according to a recent plat dated April 1, 1965, prepared by C. C. Jones, Engineer, and being recorded simultaneous with this instrument, and designated as the Westmoreland tract, and containing 3.5 acres and being more particularly described as follows:

BEGINNING at an iron pin on Mountain Creek Road at the joint front corner of the McCoy and Westmoreland tracts and running thence through the center of said tracts N.8-15 W. 357.4 feet to an iron pin to the joint rear corner of said tract on Old Mountain Creek Road; thence along Old Mountain Creek Road the following courses and distances; N. 69-44 E. 115.6 feet to an iron pin; thence N.70-04 E. 180 feet; thence continuing for 176 feet to an iron pin; thence with the line of the Westmoreland tract and the church cemetery S.1-28 E. 350.0 feet to an iron pin on Mountain Creek Road; thence with said road S.67-20 W. 427.8 feet to the beginning corner.

Together with all and singular rights, members, herditaments, 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 thereform, 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.

hed in full SATISFIED AND CANCELLED OF RECORD R.M.C. FOR GREENVILLE COUNTY, S. C. y Batson Execetry AT10:53 0'CLOCK Q. M. NO. 23/8