MONTGAGE OF REAL ESTATE

BOOK 994 PAGE 311

TO ALL WHOM THESE PRESENTS MAY CONCERNI

WHEREAS, ELOUISE F. DAVIS AND JOHN L. DAVIS

thereinafter referred to as Mortgagor) is well and truly indebted unto R. LEO BATSON

(hereinafter referred to as Marigages) as evidenced by the Marigager's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

FOUR THOUSAND TWO HUNDRED AND NO ONE-HUNDREDTHS Dollars (\$ 4,200.00) que and payable

in monthly installments of \$100.00, the first installment to be paid one month from date and a like installment on the same day of each month thereafter until paid in full.

with interest thereon from date at the rate of Six per centum per-annum, to be paid: monthly

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly pold by the Mortgagor 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 Mortgagor, its successors and assigns:

"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 the southwestern side of Penarth Drive known and designated as Lot No. 37 of the property of William R. Timmons, Jr. and having, according to a plat thereof recorded in the R. M. C. Office for the county and state aforesaid in Plat Book "MM" at Page 127, the following courses and distances:

BEGINNING at an iron pin on the southwestern side of Penarth Drive (formerly Noble Street), the joint front corner of Lots Nos. 37 and 38, and running thence along the southwestern side of Penarth Drive S. 31-07 E. 121.1 feet to an iron pin; thence S. 65-13 W. 176 feet to an iron pin; thence N. 31-07 W. 101.8 feet to an iron pin; thence N. 58-53 E. 176 feet to the point of beginning.

It is understood that the lien of this mortgage is junior to that of a mortgage in favor of Shenandoah Life Insurance Company recorded in the R. M. C. Office on January 8, 1962 in Mortgage Book 878 at Page 485.

Together with all and singular rights, members, herditaments, and appurtenences 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 healing, 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 sessigns, forever.

The Mortgagor covenants that it is lawfully saized 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 warrent and forever defend all and singular the gold premises unto the Mortgagor from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Paid in full and satisfied this 7th day of June 1969.

Gallie B. Bataon

Executor of Estate of R. S. Batson

Witness Geraldine Welch

SATISFIED AND CANCELLED OF RECORD

28 DAY OF July 1969

Ollie Farmstrath

at*12:53* o'clock **9** m, no. 2143