APR 23 2 11 PH 69 BOOK 1123 PAGE 553 MORTGAGE OF REAL ESTATE_Office

STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE OLLIE FARNSWORTWORTGAGE OF REAL ESTATE R. H. C. TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS.

BURGIN MOTOR CO., INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto M. G. BATSON

Dollars (\$12,000.00) due and payable

\$2400.00 per year beginning one year from date and a like amount each year thereafter until paid in full, the entire balance due and payable on or before five years from date.

with interest thereon from date at the rate of Six

per centum per annum, to be paid Annually.

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 or 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 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, and according to plat recorded in Plat Book "OO" at Page 15, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of U. S. Highway #25 approximately 215 feet Southeast from the intersection of said Highway with Perry Road and running thence with said Highway, S. 39-55 E., 777.2 feet; thence S. 63-43 W., 604.5 feet; thence N. 39-55 W., 527.4 feet; thence N. 40-22 E., 300.5 feet; thence N. 36-30 E., 137.4 feet; thence N. 42-23 E., 165 feet to the point of beginning less, however, property previously conveyed to Trustees of Enoree Presbytery, S. C. for Presbyterian Church Site and tract sold to Control Panels, Inc. This mortgage is also subject to lease recently executed to Robert F. Coleman, Inc. over a portion of the property herein conveyed, said lease being recorded in Deed Book , Page ___

This is a second mortgage and junior in lien only to that certain mortgage heretofore given to Flora B. Styles and recorded in Mortgage Volume 1083, Page 623

It is understood and agreed that this mortgage to M. G. Batson shall cover only the one-third interest conveyed by M. G. Batson to Burgin Motor Company, Inc. It is further understood and agreed that upon Mortgagor obtaining a construction loan commitment for the purpose of improving the real estate covered by the lien of this mortgage, Mortgagee will subordinate the lien of his mortgage to the mortgage obtained for construction purposes.

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 therefrom, 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.

he 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:

> FUR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 2 PAGE 337

> > Olli Farmanth J. C. JON CRICKING CONTY,