

Address: 1442 Augusta St., Greenville, S.C. 29605, *W. Rudin & Associates Co.*

MORTGAGE OF REAL ESTATE

VOL 1610 PAGE 350

STATE OF SOUTH CAROLINA } FILED  
COUNTY OF GREENVILLE } F.C.C. S.C.  
TO ALL WHOM THESE PRESENTS MAY CONCERN

142 - 27  
R.M.C. - R.S.-EY

WHEREAS, Ideal Properties, a General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Billy Joe Baty and Joe T. Baty

(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 Hundred Seventy Thousand and no/100----- Dollars (\$ 170,000.00) due and payable

as set out in note of even date

with interest thereon from February 1, 1984 at the rate of ten (10%) per centum per annum, to be paid as set out in note

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

All that piece, parcel or lot of land lying in the State of South Carolina, County and City of Greenville, shown as 1.66 acres on plat of Property of Ideal Properties, recorded in Plat Book 10-6 at page 4 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Billy Joe Baty and Joe T. Baty by deed recorded herewith.

DEPARTMENT OF REVENUE  
STATE OF SOUTH CAROLINA  
PROPERTY TAX  
1984

Mortgagees agree to execute written consent forms honoring all leases negotiated by the Mortgagor.  
Mortgagees agree to subordinate to the lien(s) of mortgage(s) executed for the purpose of erecting improvements on the within described property.  
Mortgagor reserves the option to prepay the principal on the note secured by this mortgage in whole or in part at any time without penalty.

2180  
Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.  
The Mortgagee 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 Mortgagee 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.