

State of South Carolina
County of GREENVILLE

Mortgage of Real Estate

VOL 1677 PAGE 197

THIS MORTGAGE is dated August 11, 1984

THE "MORTGAGOR" referred to in this Mortgage is Barry R. Batson and E. Dean Mullinax

whose address is 20 Piney Mountain Road, Greenville, South Carolina 29609

THE "MORTGAGEE" is Virginia H. Gibson

whose address is 133 Stone Lake Drive, Greenville, South Carolina 29609

THE "NOTE" is a note from Barry R. Batson and E. Dean Mullinax
to Mortgagee in the amount of \$96,500.00 ^{PK 11/84} dated August 11, 1984

reference is made to ~~Notes for specific terms~~ The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 113,000.00, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property:

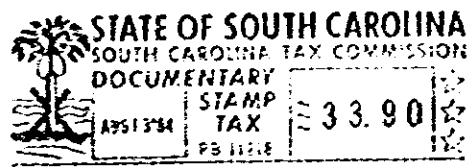
ALL that piece, parcel or tract of land situate, lying and being in Greenville County, State of South Carolina, being shown on plat of property of J. Roy Gibson and Virginia H. Gibson, dated April 2, 1976, prepared by J. L. Montgomery, III, and having, according to said plat, 3.00 acres with the following metes and bounds to-wit:

BEGINNING at an iron pin at the intersection of Balcome Boulevard and Apple Blossom Lane and running thence with Apple Blossom Lane, S. 36-03 E. 369.3 feet to an old iron pin on the line now or formerly of Balcome; thence S. 42-03 W. 366.96 feet to an iron pin on the line of property now or formerly of Balcome; thence N. 36-13 feet W. 356.12 feet to an iron pin on Balcome Boulevard; thence with the line of Balcome Boulevard, N. 40-32 E. 187.99 feet to an iron pin; thence continuing with said Boulevard, N. 35-33 E. 107.03 feet to an iron pin; thence continuing with said Boulevard, N. 45-17 E. 76.5 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of the Mortgagee herein of even date, to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

This is a purchase money mortgage and is being given as security for a portion of the purchase price. This mortgage is second and junior in lien to that certain first mortgage given by McLees, Inc. to Piedmont Federal Savings and Loan Association (now First Federal Savings and Loan Association), dated June 23, 1981, in the original sum of \$315,000.00, said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1545, Page 473.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto, all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

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