MORTGAGE OF REAL ESTATE Offices of Love, Thornton & Arnold, Attorneys at Law, Greenville, S. C.

OLDER THE WORLD

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James M. Rhue

repaid:

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto

Ruth T. 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

SIX THOUSAND ANDNO/100--- with interest thereon from date at the rate of 52

DOLLARS (\$ 6,000.00

per centum per annum, said principal and interest to be

\$60.00 one month from date and a like payment of \$60.00 on the 7th day of each month thereafter, with a final payment of the unpaid balance five years from date, with interest thereon from date at the rate of five and one-half per cent, per annum, to be computed and paid monthly, until paid in full.

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, situate on the Northern side of Franklin Road, shown and designated as Lot 5, Franklin Heights, plat of which is recorded in Plat Book L at page 9 and according to said plat having the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Franklin Road, joint front corner of Lots 4 and 5 and running thence with a line of Lot 4, N. 20-E 160.4 feet to pin; thence with the line of Lot 20, N. 72-23 W. 75.1 feet to pin at corner of Lot 6; thence with the line of Lots 5 and 6, S. 20 W. 156.5 feet to pin on Franklin Road; thence with the Northern side of said road, S. 70 E. 75 feet to the point of beginning.

Being the same conveyed to Mortgagor by deed recorded in Deed Book 604 at page 253.

It is understood and agreed that the lien of this mortgage is junior to that of a mortgage held by C. D. Wilson & Co. upon which there is a balance of approximately \$5100.00, said mortgage being recorded in Mortgage Book 530 at page 25.

ALSO: the following personal property: One Bantam crane; Two welding machines; One winch truck; One 19 foot Shell-Craft boat with three outboard motors; One 1956 convertible Cadillac automobile and One lot of miscellaneous tools used in connection with the operation of Dixie Welding Works.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

Andrew France France Grand Control of the State of the St

RATISETED AND CANCELLED OF RECORD

DAY OF 196

R.M. O. FOR GREENVILLE COUNTY, S. C.

AT 15.530 CLOCK N. NO. 14497