

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE COUNTY MORTGAGE OF REAL ESTATE
FILED
MAY 22 4 35 PM '44 BY ALL WHOM THESE PRESENTS MAY CONCERN
OLLIE EARNSWORTH
R.M.C.

WHEREAS Emogene T. Whaley

(hereinafter referred to as Mortgagor) is well and truly indebted unto A. B. Batson and A. F. 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 Twelve Thousand and No/100-----
Dollars (\$12,000.00--) due and payable

\$145.60 per month beginning 30 days from date and a like amount each month thereafter until paid in full, the entire balance due and payable on or before 10 years from date, payments to apply first to interest and balance to principal, Mortgagor reserving the right to anticipate the entire balance or any part thereof at any time without penalty, with interest thereon from date at the rate of eight (8) 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 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, in Chick Springs Township, lying on the east side of the Sandy Flat Road, School District 9-C, designated as Lots Nos. 2 and 3 of the D. L. Chandler lands according to a plat made by J. Earle Freeman, Reg. Surveyor, February 26, 1942, and having the following metes and bounds, to-wit:

BEGINNING on the east side Sandy Flat Road, corner Lot No. 1, belonging to John Bolt Culbertson and thence running along that line S. 60-45 E. 187 feet to other property of D. L. Chandler; thence N. 32-30 E. 200 feet to line of lot No. 4; thence along that line N. 60-45 W. 198 feet to the East side Sandy Flat Road; thence along said road S. 29-15 W. 200 feet to the beginning. Less, however, Lot #3 which was conveyed to John H. Vaughan by deed recorded in Deed Book 594, Page 535 in the office of the R. M. C. for Greenville County; this being identically the same property conveyed to Grantors by deed recorded in Deed Book 628 at Page 215.

PURCHASE MONEY MORTGAGE

Together with all and singular rights, members, hereditaments, 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.

The 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.