FILLD GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 2 33 PH TO ALL WHOM THESE PRESENTS MAY CONCERN:

R.H.C.

JOHN D. BATSON and DIANNE BATSON WHEREAS.

BANKERS TRUST (hereinafter referred to as Mortgagor) is well and truly indebted unto

(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

TEN THOUSAND and No/100----- Dollars (\$10,000.00

on December 9, 1976

with interest thereon from date hereof

at the rate of Eight (8) per centum per annum, to be paid: quarterly.

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, containing 1.31 acres, more or less, as shown on a plat of property of John D. Batson and Dianne Batson prepared by Jones Engineering Service on June 15, 1972, and having according therto the following courses and distances to-wit:

BEGINNING at an iron pin on the Northwest side of Club View Drive, located 647.7 feet Northeast of Traynham Boulevard, and running thence N. 73-02 W. 300 feet to an iron pin; thence N. 41-42 E. 336 feet to an iron pin; thence S. 23-34 E. 300 feet to an iron pin; thence along said Drive S. 41-42 W. 85 feet to the point of BEGINNING.

This mortgage is junior in lien to that certain mortgage dated November 27, 1972, executed by John D. Batson and Dianne Batson to Fidelity Federal Savings & Loan Association, Greenville, South Carolina, in the principal amount of \$27,600.00, said mortgage being recorded in Mortgage Book 1258, Page 624, R.M.C. Office of Greenville County, South Carolina.



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 fitures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

3001 1355 Mat 421