MORTGAGE OF REAL ESTATE-Offices of PYLE of EXCEPTION Astropheys at Law, Greenville, S. C. 800x 1373 FASE 899

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SIDNEY L. DAVIS and DOROTHY B. DAVIS

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

M.G. BATSON

Dollars (\$ 120,000.00) due and payable

One Thousand and no/100 (\$1000.00) Dollars per month beginning January 1, 1976, and a like amount each month thereafter until paid in full.

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagor 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 scaling 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, Chick Springs Township, situate, lying and being on the east side of the National Highway of Greenville County, and having the following metes and bounds, according to a survey made by R.E. Dalton:

Commencing at an iron pin on the east side of National Highway leading to Paris, S.C., corner of Lot no. 5 on plat of property of E.M.Galphin; thence along the east side of said highway, N. 24-14 E., 137 feet to an iron pin, corner of J.H.Ballenger Estate; thence along that property, N. 78-05 E., 247.4 feet to an iron pin, corner of lot 3; thence along the west side of lot 3, S. 21-30 E., 234 feet to an iron pin in branch; thence with the line of lot 10, S. 28-32 W., 153 feet to an iron pin, rear corner of lot 5; thence along line of lot 5, N. 60-18 W., 358.7 feet to the point of beginning.

ALSO, all that piece, parcel or lot of land in Chick Springs Township, Greenville County, South Carolina, on the east side of the Rutherford Road, also known as Camp Road, and also known as National Highway leading to Paris, and being known and designated as Lot 5 and part of lot 9 on plat of property of E. M. Galphin made by R. E. Dalton, Engineer, October, 1920, and having the following metes and bounds, to-wit:

BEGINNING at a stake on the east side of said highway, corner of lot 6 of E.M. Galphin property; thence along the east side of said highway, N. 24-14 E., 100 feet to stake corner of lot 4; thence with line of lot 4 and through lot 9, S. 60-18 E., 358.7 feet to stake in line of lot 10; thence with west line of lot 10, S. 28-32 W., 99.5 feet to stake; thence across lot 9, and along line of lot 6,

N. 60-18 W., 351.1 feet to the beginning. DERIVATION: Deed Book 1010. Page 336 \*
Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident of 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.

\* Grantor-Homor Styles, as Trustee for M. G. Batson, recorded July 28, 1976.

TO HAVE AND TO HOLD, all and singular the said premizes unto the Mortgagee, its helrs, 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.

## The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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