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MORTGAGE OF REAL ESTATE

VOL 1459 PAGE 78

DONNIE S. TANKERSLEY
R.M.C TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Bobby E. Batson

(hereinafter referred to as Mortgagor) is well and truly indebted unto $Roy\ E.\ Bell$

(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 Eight Thousand and No/100-----

in equal monthly instalments of One Hundred Sixty-Six and 07/100 (\$166.07) Dollars each commencing on the 10th day of March, 1979, and a like amount on the 10th day of each and every month thereafter until paid in full,

with interest thereon from date at the rate of nine 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"ALL that certain plece, parcel or lot of land, with all Improvements thereon, or hereafter constructed thereon, situate, tying and being in the State of South Carolina, County of Greenville, near the City of Greenville, on the eastern side of Woodside Avenue, and being known and designated as Lot No. 4 of a subdivision known as Monaghan Annex, plat of which is recorded in the RMC Office for Greenville County in Plat Book C at page 63, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Woodside Avenue, which pin is 58.6 feet from the northwestern corner of Lot No. 6 on said plat, and runs thence with the eastern side of Woodside Avenue, S. 10-45 W. 30 feet to an iron pin on corner of Lot No. 3; thence running in a southeasterly direction 103 feet with the line of Lot No. 3 to an iron pin in the line of Lot No. 1; thence running N. 10-45 E. 20 feet to an iron pin in the southeastern corner of Lot No. 5; running thence in a northwesterly direction 105 feet to iron pin, point of beginning.

This is the same property conveyed to Bobby E. Batson by Roy E. Bell by deed dated January 54, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1097 page 781.

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Together with all and singular rights, members, herditaments, 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 thereform, 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.

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