c/o Greenville Wheel & Rim, Inc. Piney Mountain Road Greenville, S. C.

MORTGAGE INDIVIDUAL GENTLE MITCHELL & ARIAIL, GREENVILLE, S.C.

Timothy D. Faulkner and Sherri S. Faulkner

9001542 FASE 343

STATE OF SOUTH CAROLINA 147 AH '81 COUNTY OF GREENVILLE 308

WHEREAS,

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

thereinafter referred to as Mortgagor) is well and truly indebted unto Barry R. Batson

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thereinafter referred to as Mortgagoe) as evidenced by the Mortgagoe's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Fifteen Thousand Nine Hundred and no/100----- Dollars (\$ 15,900.00) due and payable as provided in the terms of the promissory note dated March 20, 1981, said terms are incorporated herein by reference. **BKAHAK 7K4MAK23K4** XXXX NEIKEOOON ESPER ZOON SKEENIGZIKK Z

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 Mortgages 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 piece, parcel or lot of land situate, lying and being on the northern side of Tollgate Court in the Town of Simpsonville, Greenville County, South Carolina being known and designated as a portion of lot no. 34 on a plat of THE CEDARS (formerly Castlewood Subdivision) made by Dalton & Neves, Engineers, dated March, 1974, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-X at Page 93 and having according to a survey entitled THE CEDARS, PART LOT 34 AND PART LOT 35 made by Freeland & Associates dated april 6, 1981, recorded in Plat Book 8R at Page 7, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Tollgate Court at the original joint front corner of lots nos. 34 and 35 and running thence along the northern side of Tollgate Court, S. 71-21 W. 13.0 feet to an iron pin; thence along a new line through lot no. 34, N. 22-57 W. 65.90 feet to an iron pin in the original common line of lots nos. 34 and 35; thence along said original common line, S. 33-55 E. 68.12 feet to an iron pin on the northern side of Tollgate Court, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Michael P. Goot and Karen J. Goot to be recorded herewith.

The within mortgage is of equal rank and priority with that certain note and mortgage by the mortgagors to Barry R. Batson recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1535 at Page 811. A default in the terms and conditions of said mortgage, or a default in the terms and conditions of the within mortgage or said note shall constitute a default in the terms and conditions of said note and both of said mortgages. This mortgage is given as additional collateral for the above described note bearing date of March 20, 1981.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and pof all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter Cattached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the Curual 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 bereinabove described in fee simple absolute, that it has good right and is Ulawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided therein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and gainst the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows: O

<sup>(1)</sup> 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.