800K 970 PAGE 77

NUG 28 3 66 PM 1964 STATE OF SOUTH CAROLINA,

DLLIE FARNSWORTH R. M.C.

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

James F. Simmons, am WHEREAS I

well and truly indebted to

D. G. Batson

in the full and just sum of ELEVEN THOUSAND, EIGHT HUNDRED AND NO/100 - - - -Dollars, in and by my certain promissory note in writing of even date herewith, due and payable **XXXXXX** × **rlay×of**×

\$200.00 per month, commencing on October 10, 1964 and continuing at the rate of \$200.00 per month until paid in full, with each payment applied first to interest and balance to principal,

with interest until paid; interest to be computed XXXXXX SEMI-ANNUALLY and and if unpaid when due to date SIX (6%) bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

James F. Simmons NOW, KNOW ALL MEN, That I, the said

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

D. G. Batson, his heirs and assigns forever,

ALL that piece, parcel or lot of land with buildings and improvements thereon situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 318, Cherokee Forest, as per plat thereof recorded in the RMC Office for Greenville County in Plat Book EE, at pages 78 and 79 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin in the Southwesterly intersection of Edwards Road and Elizabeth Drive and running thence along Edwards Road, S. 25-20 W. 116.8 feet to an iron pin, join t front corner Lots 318 and 319; thence N. 33-30 W. 266.2 feet to an iron pin; thence N. 56-30 E. 100 feet to an iron pin on Elizabeth Drive; thence along Elizabeth Drive, S. 33-30 E. 205.7 feet to the an iron pin, the be-Being the same property conveyed to the Mortgagor herein by deed of Ansel W. Johnson, dated November 7, 1956 and recorded in Deed Book 565, at page 54, RMC Office for Greenville County. LESS, however, that small strip conveyed to Louise C. Trammell in January 1959, recorded in Deed Book 615, at page 136.

ALSO: All that other piece, parcel or strip of land conveyed to the Mortgagor herein by Louise C. Trammell in January 1959, recorded in Deed Book 615, at page 139.

This is a second mortgage and is junior to one held by C. Douglas Wilson & Co. executed on Nov. 7, 1956 and recorded in Mtg. Book 696, at page 463 and assigned to The Mutual Life Insurance Company of New York on Nov. 7, 1956

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 37 PAGE 737 SATISFIED AND CANCELLED OF RECORD DAY OF Quil 1976 Comie & Tankocaley R. M. C. FOR GREENVILLE COUNTY S. AT 2:18 O'CLOCK P. M. NO. 25078