

Dec. 9 5 03 PM '71

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STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

OULIE FARNSWORTH  
R. M. C.

**MORTGAGE OF REAL ESTATE**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Clyde Smith and Frances Smith, of Greenville County, are

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. M. Batson, Jr., Inc. and M. G. Batson

(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 Twelve Thousand Five Hundred and No/100-----  
-----Dollars (\$ 12, 500. 00 ) due and payable

Six (6) months from date, or whenever the mortgagors home located at 31 Mauldin Circle, Greenville, South Carolina shall be conveyed by the mortgagors herein, whichever date is earlier,

with interest thereon from date at the rate of 6% per centum per annum, to be paid: semi-annually

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, being the greater portion of Lot 2 and a small portion of Lot 1 of a subdivision of the property of M. G. Batson as shown on a plat prepared by Jones Engineering Service October 3, 1968, and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southwestern side of Pilot Road, joint front corner of Lots 2 and 3, and running thence along the joint line of said lots, S. 38-27 W. 175.5 feet to a point in a branch, the joint rear corner of said lots; thence following the meanders of said branch as the line, a traverse line being S. 17-57 E. 92.7 feet to a point in said branch; thence continuing along the meanders of said branch, a traverse line being S. 5-33 E. 50 feet, to a point in said branch at the corner of a lot recently conveyed by W. M. Batson, Jr., Inc. to Garrett; thence along the Garrett line, crossing the joint line of Lots 1 and 2, N. 57-39 E. 234.5 feet to an iron pin on the southwestern side of Pilot Road; thence along the southwestern side of Pilot Road, N. 19-51 W. 50 feet to an iron pin, joint front corner of Lots 1 and 2; thence continuing along the southwestern side of Pilot Road, N. 45-38 W. 147.8 feet to the beginning corner; being the same conveyed to us by the mortgagee/by deed of even date, to be recorded herewith."

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$ 16, 500. 00 executed on this date by the mortgagors herein to First Federal Savings and Loan Association of Greenville, to be recorded herewith.

Together with all and singular rights, members, hereditaments, 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 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.

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.