

MAY 31 3 45 PM '73

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
RECORDED  
COMPLIED

DONNIE S. TANKERSLEY  
R.H.C.

PURCHASE MONEY  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHIPS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Walter W. Goldsmith, William R. Timmons, Jr., and John P. Ashmore, Jr.

(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 Eighteen Thousand and no/100 - - - - -

Dollars (\$ 18,000.00 ) due and payable

in five equal annual installments of Three Thousand Six Hundred Dollars (\$3,600.00), each coming one year from date and continuing on like date of each successive year until paid in full

with interest thereon from date at the rate of seven per centum per annum, to be paid: at the same time as, and in addition to, said principal installments

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, near the city of Greenville, and shown on a survey for Walter Goldsmith made by Carolina Engineering & Surveying, May 17, 1973, and having according to said plat the following meets and bounds to wit:

Beginning at an iron pin on the Northwestern side of Haywood Road 569 feet Northeast of the intersection of Airport Road and Haywood Road and running thence N. 38-13 W. 248.8 feet to an iron pin on the line of property now or formerly of Duke Power Co.; thence with the line of said Duke Power Company property N. 73-45 E. 100.2 feet to an old iron pin; thence S. 38-58 E. 181.1 feet to an old iron pin on the Northwestern side of Haywood Road; thence along the Northwestern side of Haywood Road S. 34-12 W. 100 feet to the point of beginning.

This mortgage, which is junior in line to that mortgage of same date given by the mortgagor to First Federal Savings and Loan in the amount of \$62,000.00, is given to secure the unpaid balance due on the purchase price.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.