

STATE OF SOUTH CAROLINA,

County of Greenville

GREENVILLE  
S.C.  
JUL 11 1980  
DEERSLEY

BOOK 1504 PAGE 496

To all Whom These Presents May Concern:

WHEREAS we, Walter S. Alford and Mary Linda Alford well and truly indebted to Trapier K. Hart and Elizabeth S. Hart,

in the full and just sum of Forty Four Thousand Twenty-Four and 63/100 (\$ 44,024.63) Dollars,

in and by our certain promissory note in writing of even date herewith due and payable as follows: Three Hundred and No/100 (\$300.00) Dollars shall be paid on July 1, 1980 and a like sum shall be paid on the same day in each succeeding month thereafter until the aforesaid indebtedness, together with accrued interest, shall be paid in full, all payments to be applied first to interest, with the balance, if any, to be applied to the principal provided, however, that the entire indebtedness shall be due and payable on June 1, 1982;

with interest from date at the rate of eight (8%) per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and 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.

NOW, KNOW ALL MEN, That we, the said Walter S. Alford and Mary Linda Alford 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 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 Trapier K. Hart and Elizabeth S. Hart

ALL that lot of land with the buildings and improvements thereon, situate on the south side of Ivanhoe Circle, near the City of Greenville in Greenville County, South Carolina being shown as Lot No. 25 on a plat of Rosedale, made by C. O. Riddle in May and June, 1960, and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book YY, at Page 35, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South Side of Ivanhoe Circle at the joint front corner of Lots 24 and 25 and runs thence along the line of Lot 24, S. 16-08 W. 323.2 feet to an iron pin; thence, S. 60-31 E. 113.05 feet to an iron pin; thence with the line of Lot 26, N. 16-08 E. 349 feet to an iron pin on the South side of Ivanhoe Circle; thence along Ivanhoe Circle, N. 73-52 W. 110 feet to the beginning corner.

MIA  
WSA

The within mortgage is a purchase money mortgage. The within mortgage is made subject to the provisions of the South Carolina Consumer Protection Code, Title 37, Code of Laws of South Carolina, 1976.

The within property is the identical property conveyed to the Mortgagors herein by the Mortgagees by deed of even date herewith and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina.

In the event a savings and loan association operating with the City of Greenville, State of South Carolina is offering to make residential loans to borrowers in the area at the rate of eleven (11%) per centum per annum, the within indebtedness shall become due and payable at Seller's option, within sixty (60) days after the said offering is announced by said savings and loan association notwithstanding the provision for repayment set forth hereinabove.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Trapier K. Hart and Elizabeth S. Hart, their Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagees their Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

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