

FILED GREENVILLE CO. S. C. JUL 1 4 57 PM '71 OLLIE FARNSWORTH R. M. C. BOOK 1197 PAGE 273

State of South Carolina }  
COUNTY OF GREENVILLE

To All Whom These Presents May Concern: We, Leonard M. Daluz and

Ruth S. Daluz, - - - - hereinafter called  
the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by their certain promissory note in writing, of even date with these Presents, are well and truly indebted to Herman Lee Burns and Nellie P. Burns

- - - hereinafter called Mortgagee, in the full and just sum of  
- - Eleven Thousand Three Hundred Seventy-five & No/100 - - - DOLLARS.

to be paid in equal monthly installments of \$150.00 each, payable respectively on the 15th day of July next hereafter, and on the same day in each succeeding month until paid in full; said payments to be first applied in payment of interest, balance in reduction of principal,

with interest thereon from date at the rate of eight per centum per annum, to be computed and paid monthly

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee at and before the signing 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 Mortgagee, Herman Lee Burns and Nellie P. Burns and their heirs and assigns forever:

All that certain tract of land situate, lying and being in Highland Township, Greenville County, State of South Carolina, on the north side of State Highway No. 101 (Gap Creek Road), and being shown and designated as containing 49.8 acres on a plat of property prepared for Leonard M. and Ruth S. Daluz, dated November 28, 1970, recorded in Plat Book Volume SSS, Page 426-427, and having such metes and bounds as is thereby shown.

The above described property is conveyed subject to rights-of-ways and easements of record, and as shown on the above mentioned plat, affecting said property.

This is the same property conveyed to the mortgagors by deed of Herman Lee and Nellie P. Burns, to be recorded herewith.

This is a Purchase Money Mortgage.