

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PURCHASE MONEY MORTGAGE

S. C. MORTGAGE OF REAL ESTATE

BOOK 1570 PAGE 814

PL408PL WHOM THESE PRESENTS MAY CONCERN:

FRASLEY

WHEREAS,

JERRY W. HENDERSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto

FRANCIS E. CLARK

P.O. Box 811

Simpsonville, SC 29681

(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 Six Thousand and no/100ths

Dollars (\$ 6,000.00) due and payable

as set forth by note of mortgagor of even date

per note

with interest thereon from date at the rate of / per centum per annum, to be paid per note

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, containing 5.0 acres, on a plat of LAKEVIEW ACRES, INC., prepared by T.H. Walker, Jr., RLS, in May, 1980 and revised October 1, 1980, which plat is recorded in the RMC Office for Greenville County in Plat Book 7Y, at page 97, on which said lot is described as follows:

BEGINNING at an iron pin in the center of Nash Mill Road (said iron pin being the Western most corner on the above referred to plat) and running thence along the center of said Road, N. 57-25 E., 206.4 feet to an iron pin; thence N. 52-36 E., 95 feet to an iron pin; thence turning and running S. 0-51 W., 1,079 feet to an iron pin; thence turning and running N. 34-04 W., 484 feet to an iron pin; thence S. 64-22 W., 40.75 feet to an iron pin; thence N. 8-04 E., 532 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagor herein by deed of Mortgagee, of even date, to be recorded simultaneously herewith.

The purpose of this Purchase Money Mortgage is to secure the major purchase price of the above described property.

Mortgagee agrees to release 1½ acres of property with no additional principal payment if purchaser decides to build, so long as property released does not impair the remaining property under said mortgage.

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.

2 MW 24 92

000

4 OCT 1

1981

4328 RV.2