STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PURCHASE MONEY MORTGAGE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, J. G. & J. Enterprises, a SEE. general partnership composed of Guy A. Porter and Joellen G. Porter, (hereinafter referred to as Mortgagor) is well and truly indebted unto Guardian Fidelity Corp., P. O. Box 1088, Rock Hill, S. C. 29730

(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

TWENTY NINE THOUSAND FIVE HUNDRED

Dollars (\$ 29,500.00) due and payable

in monthly installments of \$656.22 each beginning December 1, 1982 and a like amount on the first of each month thereafter until paid in full,

with interest thereon from date

at the rate of twelve(12) per centum per annum, to be paid: monthly

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 in the County of Greenville, State of South Carolina, being known and designated as Lots N-5 and N-6, Section 2 North, Property of Whippoowill Development Company, Inc., recorded in Plat Book 4 L, at Page 147, R. M. C. Office for Greenville County, and having such metes and bounds as will appear by reference to said plat.

ALSO:

All that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known and designated as Lots N-7, N-8, N-9 and N-11, Section 4 North, Property of Whippoowill Development Company, Inc., recorded in Plat Book 4 L, at Page 147, R. M. C. Office for Greenville County, and having such metes and bounds as will appear by reference to said plat.

ALSO:

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known and designated as Lots W-1, W-2, W-3, W-4, and W-5, Section 1 West, Property of Whippoowill Development Company, Inc., recorded in Plat Book 4 L, at Page 149, R. M. C. Office for Greenville County, and having such metes and bounds as will appear by reference to said plat.

ALSO:

All that certain piece parcel or lot of land in the County of Greenville, State of Gouth Carolina, being known and designated as Lots W-6, W-7, W-8, W-10 W-11 and W-12, Section 2 West, Property of Whippowill Development Company, Inc., recorded in Plat Book 4 L, at Page 151, R. M. C. Office for Greenville County, and having such metes and bounds as will appear by reference to said plat.

ALSO:

that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known and designated as Lots W-13, W-14, W-15 and W-16, Section 3 West, Property of Whippoowill Development Company, Inc., and having such metes and bounds as will appear by reference to said plat. Plat 4-L page 153.

This is the same property conveyed to mortgagors by deed of mortgagee recorded October 29, 1982 in the R. M. C. Office for Greenville County and this mortgage is given to secure a portion of the purchase price.

Mortgagee agrees to release from its lien, one lot for each two thousand dollar principal reduction made.

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 bereafter 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.

Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is awfully 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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