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WOMES, TAYLOR & JOHNSON, Attorneys at Law, Greenville, S. C.

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# State of South Carolina,

## PURCHASE MONEY MORTGAGE

FILED  
GREENVILLE CO. S. C.

COUNTY OF GREENVILLE

DEC 19 1977

REX O'STEEN CHEVROLET, INC.

SENDS GREETING:

WHEREAS, the said Rex O'Steen Chevrolet, Inc.

and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to Julius Boyd and Carrie Mary Boyd

the full and just sum of Seventy-five Thousand and No/100ths \$75,000.00 DOLLARS, to be paid at

interest thereon from date hereof until maturity at the rate of Seven (7%) per centum per annum, and principal and interest being payable in quarterly installments as follows:

beginning on the 1st day of September 1973 and on the 1st day of each succeeding quarter of each year thereafter the sum of \$2,623.50 to be applied on the

interest and principal of said note, said payments to continue up to and including the 1st day of June 1983 and the balance of said principal and interest to be due and payable on the 1st day of June 1983, the aforesaid quarterly payments of \$2,623.50 each are to be applied first to

interest at the rate of Seven (7%) per centum per annum on the principal sum of \$75,000.00 or as much thereof as shall, from time to time, remain unpaid and the balance of each quarterly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America, and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage, and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent. of the indebtedness as attorneys' 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 Rex O'Steen Chevrolet, Inc.

in consideration of the said debt and sum of money aforesaid, and in consideration of the further sum of THREE DOLLARS, to wit:

to the grantee of the said note, and also in consideration of the said Julius Boyd and Carrie Mary Boyd

in hand and truly paid by the said Julius Boyd and Carrie Mary Boyd

before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Julius Boyd and Carrie Mary Boyd

ALL of those two certain pieces, parcels or lots of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the South side of East Stone Avenue, being known and designated as Lots 48 and 49 of Section A of Stone Road Company Property as shown on plat thereof, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book at pages 337 through 345, and having according to said plat the following rates and bounds:

BEGINNING at an iron pin on the South side of East Stone Avenue which pin is 120 feet from the Southeastern corner of the intersection of Bennett Street and East Stone Avenue and running thence along the South side of East Stone Avenue S. 71-50 E. 120 feet to the corner of lot now or formerly owned by Parks; thence with Parks S. 20-19 W. 175 feet; thence N. 71-50 W. 120 feet; thence N. 20-19 E. 175 feet to the beginning corner.

This is the identical property conveyed to the mortgagors herein by deed of Julius Boyd and Carrie Mary Boyd dated June 1, 1973 and to be recorded herewith in the R. M. C. Office for Greenville County, South Carolina.

CONTINUED ON NEXT PAGE

December 15, 1977

Witness: Julius Boyd and Carrie Mary Boyd

1977

Witness: [Signature]

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