MORTGAGE OF REAL ESTATE—Form Prepared by Haynsworth & Haynsworth, Attorneys at Law, Greenville, S. C. 172 Page 245

PURCHASE MONEY MORTGAGE

The State of South Carolina,

County of GREENVILLE

To All Whom These Presents May Concern:

JOHN D. PELLETT, JR., JOHN D. PELLETT, LUTHER M. McBEE AND JOHN F. CHANDLER

SENDS GREETING:

Whereas, we the said John D. Pellett, Jr., John D. Pellett, Luther M. McBee and John F. Chandler, in and by our certain promissory note in writing, of even date with these

presents, are well and truly indebted to David G. Traxler

in the full and just sum of Thirteen Thousand Five Hundred and No/100ths (\$13,500.00)

Dollars , to be paid in four annual installments of Three Thousand

and No/100ths (\$3,000.00) Dollars each, beginning one (1) year from
date, and continuing on a like date of each succeeding year, with the
balance due and payable five years from date,

, with interest thereon from date

at the rate of 5½% per centum per annum, to be computed and paid annually in addition to the aforesaid principal payments until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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, 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 his or 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 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 we, the said John D. Pellett, Jr., John D. Pellett, Luther M. McBee and John F. Chandler, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said David G. Traxler.

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said John D. Pellett, Jr., John D. Pellett, Luther M. McBee and John F. Chandler, in hand well and truly paid by the said David G. Traxler

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 DAVID G. TRAXLER:

All that piece, parcel or lot of land situate, lying and being on the Southern side of Beattie Place (formerly Davis Avenue) in the City of Greenville, County of Greenville, State of South Carolina, as shown on a plat prepared by C.O. Riddle, Surveyor, dated January 3, 1959, entitled Property of John D. Pellett, Jr., et ali, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 88 at page 89, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Beattie Place, which iron pin is 168.5 feet, more or less, from the Southeastern corner of the intersection of North Brown Street and Beattie Place, and running thence with the Southern side of Beattie Place S. 55-29 E. 42.7 feet to an iron pin in the line of property now or formerly of C. Douglas Wilson, et al;

(continued-reverse side)

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