177 1:53

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PURCHASE MONEY MORTGAGE

WHEREAS, CHARLES F. UPCHURCH, C. DAN JOYNER, and LLOYD D. AUTEN, residents of the State of South Carolina, hereinafter referred to as "Mortgagors" are well and truly indebted to DERA R. CONWAY and JAMES-M. CONWAY, III, residents of the State of South Carolina, hereinafter referred to as "Mortgagees" in the full and Just sum of TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000;00) in and by that certain Purchase Money Note executed in writing of even date herewith, with interest thereon at the rate of six (6%) per cent per annum, interest only payable in advance on an annual basis for the first five (5) years, principal payable in five (5) equal annual installments, the first payment of principal and interest being due on the anniversary date of said Note in the year 1977, any payment if unpaid when due to bear interest at the same rate as principal until paid; and Mortgagors have further promised and agreed to pay a reasonable amount for attorney's fees (not to exceed fifteen (15%) per cent) if said Note be collected by an attorney or through legal proceedings of any kind.

NOW, KNOW ALL MEN, That the said Mortgagors, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said Note, and also in consideration of the further sum of One Dollar (\$1.00), to it in hand well and truly paid 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 do grant, bargain, sell and release unto the said Mortgagees all that tract or parcel of land situate in Greenville County, South Carolina, and more particularly described on Exhibit "A" attached hereto and made a part hereof;

TOGETHER with all and singular the Rights, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining thereto;

TO HAVE AND TO HOLD, all and singular the said premises unto the said Dera R. Conway and James M. Conway, III, their heirs and assigns forever;

And do hereby bind their heirs and assigns forever to warrant and forever defend all and singular the said premises unto the said Mortgagees, their heirs and assigns, from and against Mortgagors, their heirs and assigns, and every person whomsoever lawfully claiming or to claim the same of any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagors do and shall well and truly pay, or cause to be paid unto the said Mortgagees the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the Mortgagors shall hold and enjoy the said premises until default of payment shall be made.

MORTGAGEES AGREE that all or portions of the Premises shall be released from the lien of this Mortgage in accordance with the following provisions:

brod.

Bera A. Conway + James Tr. Concery III.

1259

1259

127