MORTGAGE OF REAL ESTATE—Form Prepared by Hayas Worth Perry, Bayant, Marion & Johnstone, Attorneys at Law, Greenville, S. C. Mortgagee's address:

523 W. Washington Street

523 W. Washington Street Greenville, S. C. 29601

DEC 17 3 CS PH '75

390 1385 44444

The State of South Carolina,

DONNIE S. TANKERSLEY

PURCHASE MONEY MORTGAGE

County of Greenville

To All Whom These Presents May Concern: JACK E. SHAW

SEND S GREETING:

Whereas, I , the said Jack E. Shaw

c in and by my certain

promissory

note in writing, of even date with these

The presents, am well and truly indebted to James E. Thackston

in the full and just sum of Thirty Thousand Two Hundred and No/100 (\$30,200.00)------Dollars , to be paid we due and payable on January 31, 1977

, with interest thereon from date

at the rate of seven per centum per annum, to be computed and paid at maturity

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 I, the said Jack E. Shaw

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said James E. Thackston,

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Jack E. Shaw

, in hand well and truly paid by the said James E. Thackston,

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 James E. Thackston, his heirs and assigns, forever:

All that piece, parcel or tract of land, containing 2.81 acres, more or less, situate, lying and being on the Southwestern side of U. S. Highway Nos. 25 and 276 (Poinsett Highway), near the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat entitled "Survey for Jack E. Shaw", prepared by Piedmont Engineers, Architects & Planners, dated March 22, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5 at page 14, the following metes and bounds:

(Cont'd.)

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