vol 1640 125515

The State of South Carolina,

County of GREENVILLE GOILE &

PURCHASE MONEY MORTGAGE

To All Whom These Presents May Concern:

I, NICHOLAS C. GRAY

SEND GREETING:

Whereas, I , the said Nicholas C. Gray

in and by my certain

promissory note in writing, of even date with these

presents, am well and truly indebted to Robert D. Garrett and Walter E. Rumminger

in the full and just sum of SIXTY THOUSAND AND NO/100 ----- (\$60,000.00) Dollars

to be paid in ninety-six (96) consecutive monthly installments of \$759.60 each beginning February 1, 1984 and on the first (1st) day of each month thereafter until February 1, 1992 at which time the remaining principal balance and all interest accrued thereon shall become due and payable. The note contains a balloon payment. Right of prepayment without penalty is hereby reserved.

with interest thereon from date

at the rate of thirteenper centum per annum, to be computed and paid monthly

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 mortgager 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 Nicholas C. Gray

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

Robert D. Garrett and Walter E. Rumminger

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

consideration of the further sum of Three Dollars, to me . the said Nicholas C. Gray

, in hand well and truly paid by the said Robert D. Garrett and

Walter E. Rumminger

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, burgain, sell and release unto the said Robert D. Garrett and Walter E. Rumminger, their heirs and assigns, forever:

ALL those certain pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina on the northern side of Apopka Avenue containing 0.827 acres, more or less, being known and designated as Lots No. 22, 23, 24 and portion of 25 on plat of Paris Piney Park recorded in Plat Book H at Pages 19 and 20 and having, according to a more recent survey prepared by Freeland & Associates dated December 9, 1983 entitled "Survey for Garrett Associates" and recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book 16-17 at Page 16, the following metes and bounds, to-wit:

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