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PURCHASE MONEY MORTGAGE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAY 27 2 49 PM '74
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HAROLD D. PUGH, ARTHUR B. NICHOLS AND ROBERT V. HOOKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto LOUIS L. SMITH AND LOTTIE L. SMITH

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of FIFTY THOUSAND AND NO/100 -----

Dollars (\$50,000.00) due and payable

in monthly installments of Six hundred Nineteen and 95/100 (\$619.95) Dollars each beginning 30 days after date and continuing until principal and interest have been paid in full. Said payments shall be applied first to interest, balance to principal. This monthly payment has been computed on the basis that principal and interest will be paid in full after ten years *cont. with interest thereon from date at the rate of 8 1/2 per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee 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 does grant, bargain, sell and release unto the Mortgagee, its successors and assigns: * Borrowers shall have privileges of anticipation in any amount without penalty.

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 2.18 acres according to a plat of property of Harold D. Pugh, Arthur B. Nichols and Robert V. Hooks, prepared by Campbell and Clarkson, Surveyors, dated March 27, 1974 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of White Oak Road, joint front corner with property of Farmer and running thence with the line of Farmer, S. 3-58 W., 358.9 feet to an iron pin; thence N. 60-21 W., 392.9 feet to old iron pin on the line of property of Melton; thence N. 4-51 E., 177.8 feet to an iron pin on the southern side of White Oak Road (such iron pin being located 364.4 feet, more or less, west of S.C. Highway No. 291); thence along the southern edge of White Oak Road, S. 87-46 E., 351.3 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of the mortgagees to be recorded herewith and this mortgage is given to secure a portion of the purchase price.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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