

MORTGAGEE'S ADDRESS: Route 2, Box 259, Conover, North Carolina 28316

REC. 1505 530

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

ASLEY

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
PURCHASE MONEY MORTGAGE

WHEREAS, ALLEN R. TERRY AND DORIS E. TERRY

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROBERT D. MCPHEE

(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

NINE THOUSAND AND NO/100 ----- Dollars (\$ 9,000.00) due and payable

in 120 monthly installments of \$129.13 each beginning July 1, 1980,
and a like amount each month thereafter until paid in full. (10 years)

with interest thereon from date at the rate of 12% 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:

"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

ALL that piece, parcel or lot of land situate, lying and being on Shadecrest Drive in the City of Mauldin, County of Greenville, State of South Carolina, and known and designated as Lot No. 75 of a sub-division known as Parkwood, Section II, on a Plat recorded in the R.M.C. Office for Greenville County in Plat Book 4-R, a page 42, and having such metes and bounds as shown on said plat,

This is the same property conveyed to the mortgagors by deed of the mortgagee recorded herewith.

This mortgage is second and junior to that certain mortgage given by Danny Ray Atkinson and Nancy H. Atkinson to C. Douglas Wilson & Co. in the original amount of \$23,900.00 recorded April 19, 1973 in the R.M.C. Office for Greenville County in Mortgage Book 1273 at Page 131.

This mortgage is given to secure a portion of the purchase price.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
MAY 15 1980
5 03 00 PM '80

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

0530

4328 RV-2