

MORTGAGE OF REAL ESTATE Offices of
GREENVILLE, S. C.

I. Henry Philpot, Jr., Attorney at Law
115 Broadus Avenue
Greenville, S. C. 29601

3 19 PM '81
STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE

BOOK 1529 PAGE 162

To All Whom These Presents May Concern:

WHEREAS, I, REX L. CARTER

hereinafter called the mortgagor(s), is (are) well and truly indebted to

I. HENRY PHILPOT, Jr.

hereinafter called the mortgagee(s), in the full and just sum of

Forty-one thousand two hundred fifty (\$41,250.00)

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable as follows:

\$19,250.00 on January 3, 1982

22,000.00 on January 3, 1983, together with interest as set out below

date at prime rate as of 1/3/82 and 1/3/83,
as charged by The South Carolina

with interest from / National Bank

~~at the rate of~~

per centum per annum until paid; interest to be computed and paid on each outstanding balance as of 1/3/82 and 1/3/83 and if unpaid when due to

bear interest at the same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay a reasonable amount due for attorney's fee if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) 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 Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents to grant, bargain, sell and release unto the said mortgagee(s) the following described real property:

ALL that certain piece, parcel, or lot of land, situate, lying and being on the western side of Broadus Avenue, City and County of Greenville, South Carolina, being shown and designated as "Property of Carter & Hill and Bailey" on a Plat prepared by R. K. Campbell and H. T. Clarkson, dated April 11, 1963, recorded in the RMC Office for Greenville County in Plat Book DDD, at Page 47, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Broadus Avenue at the joint front corner of Lots 3 and 4, Block 1, BOYCE ADDITION, and running thence with the line of Lot 4, S 76-45 W, 115.86 feet to an iron pin; thence N 13-15 W, 40.97 feet to an iron pin; thence along a new line, N 76-45 E, 114.43 feet to an iron pin on the western side of Broadus Avenue; thence with the western side of Broadus Avenue, S 15-15 E, 41 feet to the beginning corner. Together with all those easements and rights of way as is described in Deed recorded in Deed Book 722, at Page 323.

This is the same property conveyed to the Mortgagor by the Mortgagee, by deed dated January 3, 1981, to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE

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