FILED GREENVILLE, CO. S. C.

800x 1370 FACE 763 PURCHASE MONEY MORTGAGE 57 TATE 759

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STATE OF SOUTH CAROLINA 14 [1] 12 35 [1] 77: COUNTY OF GREENVILLE GONRIE S. TANKERSLEY R.H.C.

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

JIMMY C. LANGSTON WHEREAS,

(hereinafter referred to as Mostgagor) is well and truly inselted unto James M. Latimer, Jr., Louise Latimer Boland and Austin C. Latimer

(hereinafter referred to as Murtgagee) 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 THIRTY FOUR THOUSAND FIVE HUNDRED AND NO/100----

______ Dollars (\$ 34,500,00) due and payable at the rate of Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00), plus, assumed interest souther than the little and No/100 (\$5,750.00), plus, assumed interest souther than the little and No/100 (\$5,750.00). thence with said Highway, N. 36-00 W., 45.9 feet, S. 54-00 W., 15 feet and N. 36-00 W., 144 feet; thence with line of property of Duke Power Company, N. 47-31 E., 116.8 feet, N. 53-09 E., 139.2 feet, N. 67-22 E., 116.2 feet, N. 83-12 E., 221 feet to a point in Fairview Road; thence with said fairview Road, S. 15-05 E., 420.1 feet to an iron pin; thence with line of Garrett and Garrett, N. 86-50 W., 510.2 feet to an iron pin, the point of beginning.

Mortgagees agree to subordinate, at their option, or release any portion of property from lien upon the payment of Fifteen Thousand(\$15,000.00) Dollars per acre at any time after January 1, 1977.

This is the identical property conveyed to the mortgagor by Deed of the mortgagees dated June 21, 1976 and recorded in the RNC Office for Greenville County in Deed Book 1034 at page 34, and is given to secure a portion of the purchase price.

3 PAID AND SATISFIED IN FULL THIS _ C0-5.C. In the Presence of: <u>=</u>: 12 o anakkajakonen 7 Y ന \approx Louise L. Boland same

Together with all and singular rights, members, hereditaments, and apportenances to the same beforeign his by 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 features now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all features and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its beirs, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.