

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OCT 20 4 58 PM '71
OLIVE FARNSWORTH
R.M.C.

PURCHASE MONEY MORTGAGE

MORTGAGE OF REAL ESTATE

BOOK 1211 PAGE 553

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. Ernest Lathem, as Trustee of the Profit Sharing Plan & Trust of Lathem & McCoy Urology Professional Association, (hereinafter referred to as Mortgagor) is well and truly indebted unto H.C. Harper and Hugh B. Croxton

(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 Twenty-Three Thousand Five Hundred and No/100ths (\$23,500.00) ----- Dollars (\$ 23,500.00) due and payable \$5,875.00 one year from date; \$5,875.00 two years from date; \$5,875.00 three years from date, and the balance of \$5,875.00 four years from date,

with interest thereon from date at the rate of eight per centum per annum, to be paid: semi-annually on the principal balance outstanding for the preceding six mos.

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 Greenville, and located on the southern side of Stratton Place, being known and designated as Lot No. 46 as shown on a plat of Huntington (Sheet No. 1), prepared by Piedmont Engineers & Architects, dated May 4, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book WWW at page 23, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Stratton Place at the joint front corner of Lots Nos. 46 and 47 and running thence with the line of Lot No. 47 S. 20-14 W. 370.49 feet to an iron pin at the rear line of Lot No. 44; thence with the rear line of Lot No. 44 N. 85-05 E. 258.5 feet to an iron pin at the joint rear corner of Lots Nos. 45 and 46; thence with the line of Lot No. 45 N. 32-51 E. 248 feet to an iron pin on the southern side of Stratton Place; thence with the southern side of Stratton Place N. 65-29 W. 120 feet to an iron pin; thence continuing with the southern side of Stratton Place N. 67-28 W. 169.2 feet to the point of beginning.

ALSO: All that piece, parcel or lot of land situate, lying and being at the southwestern corner of the intersection of Stratton Place and Raven Road near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 45 as shown on a plat of Huntington (Sheet No. 2), prepared by Piedmont Engineers & Architects, dated May 4, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book WWW at page 24, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Stratton Place at the joint corner of Lots Nos. 45 and 46 and running thence with the line of Lot No. 46 S. 32-51 W. 248 feet to an iron pin; thence S. 12-53 E. 160 feet to an iron pin on the northern side of Wellesley Way; thence with the northern side of Wellesley Way, the following courses and distances: N. 85-53 E. 104.2 feet to an iron pin, thence S. 89-05 E. 102.3 feet to an iron pin; thence S. 87-07 E. 103 feet to an iron pin; thence S. 85-06 E. 61.9 feet to an iron pin; thence with the intersection of Wellesley Way and Raven Road N. 55-12 E. 38.5 feet to an iron pin on the western side of Raven Road; thence with the western side of Raven Road N. 15-30 E. 87.7 feet to an iron pin; thence continuing with the western side of Raven Road N. 21-30 E. 104.1 feet to an iron pin; thence with the intersection of Raven Road and Stratton Place N. 25-10 W. 34.4 feet to an iron pin on the southern side of Stratton Place; thence with the southern side of Stratton Place N. 71-49 W. 222.6 feet to an iron pin; thence continuing with the southern side of Stratton Place N. 65-29 W. 153 feet to the point of beginning.

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.