

GREENVILLE CO. S. C.

Oct 13 4 01 PM '72

ELIZABETH RIDDLE  
R.M.C.

LOVE, THORNTON, ARNOLD & THOMASON

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PURCHASE MONEY MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FIDELITY TRUST CORPORATION, a corporation organized under the laws of the State of South Carolina, with its principal place of business in Greenville, South Carolina, hereinafter referred to as "Mortgagor" is well and truly indebted to B. O. THOMASON, JR., VERNE SMITH, THOMAS SMITH, C. E. RUNION, ROBERT F. WILLIAMS, W. W. KELLETT and W. DON OWENS, hereinafter referred to as "Mortgagees" in the full and just sum of ONE HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED FIFTY & NO/100 DOLLARS (\$145,550.00), in and by that certain purchase money note executed in writing of even date herewith, due and payable in five (5) equal annual installments payable on the anniversary date of said note in calendar years 1973, 1974, 1975, 1976, and 1977, with interest from date on the remaining balance at seven (7%) per cent per annum to be computed and paid annually at the time of the aforesaid installment payments, and if unpaid when due to bear interest at same rate as principal, until paid, and Mortgagor has further promised and agreed to pay a reasonable amount for attorney's fees (not to exceed fifteen (15%) per cent), if said note be collected by an attorney or through legal proceedings of any kind.

NOW, KNOW ALL MEN, That the said Mortgagor, 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 One Dollar (\$1.00), to it in hand well and truly paid 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 said Mortgagees all that tract or parcel of land situate in Greenville County, South Carolina, and more particularly described on Exhibit "A" attached hereto and made a part hereof;

TOGETHER with all and singular the Rights, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining thereto;

TO HAVE AND TO HOLD, all and singular the said premises unto the said B. O. Thomason, Jr., Verne Smith, Thomas Smith, C. E. Runion, Robert F. Williams, W. W. Kellett and W. Don Owens, their heirs and assigns forever;

And does hereby bind its successors and assigns to warrant and forever defend all and singular the said premises unto the said Mortgagees, their heirs and assigns, from and against Mortgagor, its successors and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay, or cause to be paid unto the said Mortgagees the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note; then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the Mortgagor shall hold and enjoy the said premises until default of payment shall be made.

MORTGAGEES AGREE that all or portions of the Premises shall be released from the lien of this Mortgage in accordance with the following provisions: