

MORTGAGE OF REAL ESTATE—Office of Leatherwood, Todd & Mann, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE CO. S. C.

PURCHASE MONEY MORTGAGE
MORTGAGE OF REAL ESTATE

DEC 21 9 38 AM '72

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ELIZABETH RIDDLE
R.M.C.

WHEREAS, DOUGLAS A. SMITH AND WILLIAM H. SMITH, d/b/a Woodfern Studios (A Partnership)

(hereinafter referred to as Mortgagor) is well and truly indebted unto

DAN E. BRUCE REAL ESTATE COMPANY, INC.

(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

SIX THOUSAND SEVEN HUNDRED AND NO/100

Dollars (\$ 6,700.00) due and payable

in full on or before December 15, 1974

with interest thereon from _____ date _____ at the rate of six (6%) per centum per annum, to be paid: _____ at maturity.

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 PARCEL OR LOT OF LAND IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, SITUATE, LYING AND BEING ON THE NORTHERN SIDE OF DUNDEE LANE, IN PARIS MOUNTAIN TOWNSHIP, NEAR THE CITY OF GREENVILLE, BEING KNOWN AND DESIGNATED AS LOT NO. 29 AS SHOWN ON A PLAT ENTITLED "STRATFORD FOREST", PREPARED BY PIEDMONT ENGINEERING SERVICE, DATED FEBRUARY 25, 1957, RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK KK, AT PAGE 89.~~

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the northern side of Dundee Lane, in Paris Mountain Township, near the City of Greenville, being known and designated as Lot No. 29 as shown on a plat entitled "Stratford Forest", prepared by Piedmont Engineering Service, dated February 25, 1957, recorded in the R.M.C. Office for Greenville County in Plat Book KK, at Page 89.

Upon sale of any residence constructed upon the above described property, then the entire balance of the within mortgage and promissory note which it secures shall become due and payable.

Mortgagee agrees to subordinate its interest under this mortgage to the lien of any construction loan made for the purpose of constructing a residence on the lot covered hereby.

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.