

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
NO. 22
COMPLETED
Vick

FILED
GREENVILLE CO. S. C.
MAR 2 12 21 PM '73
DONNIE S. TARKERSLEY
R.H.G.

PURCHASE MONEY MORTGAGE
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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 BUXTON DEVELOPMENT CORP.

(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 THREE HUNDRED AND NO/100 Dollars (\$ 23,300.00) due and payable in full on or before December 15, 1974; upon sale of any residence constructed upon the property described in the mortgage, a portion of the sales proceeds shall be applied in reduction of principal and any accrued interest then due and owing hereunder in the following amounts: Lot 99-\$5750.00; Lot 100-\$5850.00; Lot 101-\$5850; Lot 103-\$5850.00; 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:

xxxxxxx
xxxxxxx

All those certain pieces, parcels or lots of land, situate, lying and being in Paris Mountain Township, County of Greenville, State of South Carolina, shown and designated as Lots Nos. 99, 100, 101 and 103 of a Subdivision known as "Buxton" according to a plat thereof by Piedmont Engineers and Architects which is recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 4N, at Pages 2, 3 and 4.

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 any lot or lots 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.