

State of South Carolina)
COUNTY OF GREENVILLE)

PURCHASE MONEY MORTGAGE

FILED
GREENVILLE CO. S. C.

MAR 15 1974

CLARENCE E. SINGLETARY
R.M.C.

To All Whom These Presents May Concern:

DAN BRUCE COMMERCIAL AND INDUSTRIAL PROPERTIES, INC. (herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, DAN BRUCE COMMERCIAL AND INDUSTRIAL PROPERTIES, INC.

a corporation chartered under the laws of the State of SOUTH CAROLINA is well and truly indebted

to the mortgagee in the full and just sum of ONE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED FIFTY-ONE AND 20/100 (\$174,451.20)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable in ten (10) equal annual, successive installments, commencing March 29, 1977, and on the 29th day of March each year thereafter until paid in full, with interest thereon from date at the rate of 8% per annum, to be paid annually, payments of interest to be made during her lifetime to Dr. Janie McSwain Topp and thereafter to Southern Bank and Trust Company, Greenville, South Carolina, and all payments of principal to be made to Southern Bank and Trust Company, Greenville, South Carolina, pursuant to the Order of the Court;



with interest from _____ at the rate of _____

_____ to be computed and paid _____

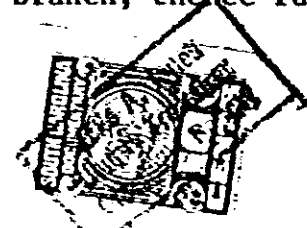
~~with interest~~ all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

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 to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said 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 said DR. JANIE McSWAIN TOPP, AS CUSTODIAN, pursuant to a judicial decree signed by Judge Clarence E. Singletary, March 28, 1974, and recorded in Judgment Roll No. L-10,179, Greenville County Courthouse, South Carolina:

All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and lying and being on the eastern side of Highway 20 and being shown as a 99.12 acre tract according to a survey entitled "Dan Bruce Real Estate Co." by C. L. Riddle, Registeres L. S., dated February, 1974, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 5F, at page 29, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of the right of way of S. C. Highway No. 20 at the joint front corner of property described herein and property now or formerly belonging to Eva M. Good and running thence with the line of property now or formerly belonging to Eva M. Good, S. 65-55 E. 3394.3 feet to an iron pin; thence S. 5-16 W. 116.5 feet to an iron pin in a stone; thence S. 3-14 W. 1069.5 feet to an iron pin on the edge of a branch; thence running with the

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