

APR 23 2 36 PM '77

BORNE S. (AMERSLEY)
ROAD

STATE OF SOUTH CAROLINA)

PURCHASE MONEY MORTGAGE

COUNTY OF GREENVILLE)

WHEREAS, SIMONE O. HEISTERMAN, resident of the State of Florida, hereinafter referred to as "Mortgagor" is well and truly indebted to JOSEPH C. MACKEY and FRANCES M. MACKEY, residents of the State of Florida, hereinafter referred to as "Mortgagees" in the full sum of NINETY FIVE THOUSAND EIGHT HUNDRED FIFTY and No/100 (\$95,850.00) DOLLARS in and by that certain Purchase Money Note executed in writing of even date herewith with interest thereon at the rate of eight (8%) percent per annum, principal and interest payable in one hundred twenty (120) equal monthly installments, as set forth in said Note, the last such installment being due and payable on September 1, 1985, any payment if unpaid when due to bear interest at the same rate of principal until paid; and Mortgagor has further promised and agreed to pay a reasonable amount for attorney's fees (not to exceed fifteen (15%) percent) 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 do 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;

TO HAVE AND TO HOLD, all and singular the said premises unto the said Joseph C. Mackey and Frances M. Mackey, their heirs and assigns, forever;

And does hereby bind his heirs and assigns forever to warrant and forever defend all and singular the said premises unto the said Mortgagees, their heirs and assigns, from and against Mortgagor, his heirs 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.

The Mortgagors covenant and agree as follows:

1. That they will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagees against loss by fire and any other hazards specified by Mortgagees, in such amounts as may be required by the Mortgagees, and in companies acceptable to them, and that all such policies and renewals thereof shall be held by the Mortgagees and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagees, and that they will pay all premiums therefor when due; and that they do hereby assign to the