

GREENVILLE CO. S. C.

PURCHASE MONEY MORTGAGE

MORTGAGE OF REAL ESTATE—Offices of KENDRICK, STEPHENSON & JOHNSON, Attorneys at Law, Greenville, S. C.

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BOOK 1359 PAGE 83

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE
R.M. & O ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES R. POWELL II and SIDNEY D. GARRETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto CARL R. MASSEY and FRANCES M. MASSEY

(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 Thousand and No/100 - - - - - Dollars (\$20,000.00) due and payable

as set forth in note of even date

with interest thereon from date at the rate of nine (9%) per centum per annum, to be paid:

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:

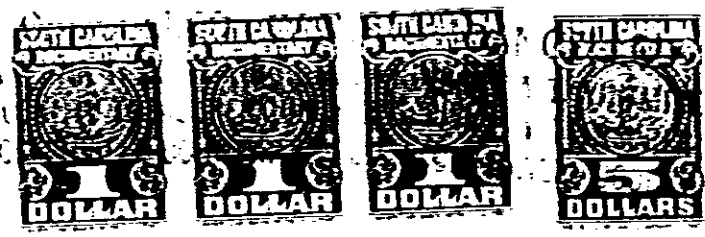
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the northwestern corner of the intersection of Fork Shoals Road (S-23-146) and West Georgia Road (S-23-272) containing .46 acres more or less and, having according to a plat entitled "Property of Carl R. and Frances M. Massey" dated April 1973 by C.O. Riddle, R.L.S., the following metes and bounds, to-wit:

BEGINNING at a spike at the northwestern intersection of Fork Shoals Road and West Georgia Road and running thence along the northern side of West Georgia Road S. 64-50 W. 200 feet to a point; thence running N. 25-30 W. 100 feet to a point; thence running N. 64-50 E. 200 feet to a point on the western side of Fork Shoals Road; thence running along the western side of Fork Shoals Road S. 25-30 E. 100 feet to a spike at the northwestern intersection of Fork Shoals Road and West Georgia Road, the point of beginning.

AS a condition to this mortgage, the mortgagors herein expressly agree that the building located on the lot hereinabove described is to be used as a grocery store until the mortgage is satisfied and cancelled and also that the fixtures on the premises are not to be disposed of until the mortgage is satisfied and cancelled.

5.8.00



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.

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