

1400 4330

Sheet 90, Block 1 and running thence S. 37-50 W. 118 feet to a point; thence N. 53-38 W. 19.7 feet to a point at the corner of Lot 6 as shown on said tax map; thence with the rear line of Lot 6 S. 35-11 W. 85.5 feet to a point in the line of Lot 7 according to said map; thence with the line of Lot 7 N. 60-42 W. 285.33 feet to a iron pin on Augusta Street; thence with said street N. 33-27 E. 122.75 feet to a point at the corner of Lot No. 4 according to said map; thence continuing with Augusta Street N. 34-12 E. 55.3 feet to a point at the corner of Lot 1 as shown on said map; thence with the line of Lot 1 S. 52-22 E. 95 feet to a point; thence S. 34-08 W. 53.2 feet to a point as shown on said map; thence S. 53-27 E. 58.3 feet to a point at the joint rear corner of lots 33 and 34 as shown on said map; thence with the joint line of said lots N. 37-29 E. 127.6 feet to an iron pin on the southwestern side of University Street; thence with the southwestern side of University Street S. 50-00 E. 153.3 feet to an iron pin at the joint front corner of Lots 30 and 31 according to said map, the point of BEGINNING. Said property (and other property) was acquired by R. C. Collins, Jr. (he acquired an undivided one-fourth interest in said property) by deed recorded in the RMC Office for Greenville County in Deed Vol. 1025 at Page 198.

The said R. C. Collins, Jr. further conveys all of his right, title and interest, if any, in and to all party walls (including party wall agreements) alleys, easements, appurtenances, personal property located on said property, leases and rental agreements that may affect the above described property unto Bobby Joe Collins and Jack E. Collins, their heirs and assigns forever.

ALSO:

All those, pieces, parcels or lot of land situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville being known and designated as Lot No. 52 and the adjoining 20 feet of Lot 51 of a Subdivision known as Nicholtown Heights (Nicholtown No. 2) as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book M at Page 5 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of River Street (Baxter Street), joint front corner of Lots 52 and 53 and running thence with the joint line of said lots S. 51-00 W. 209 feet to a point; thence continuing to the center of Reedy River as the property line, thence following the meanders of the center of Reedy River in a southeasterly direction, a chord distance of 64.7 ft. to a point at the joint rear corner of Lots Nos. 51 and 52; thence continuing with the river in a southeasterly direction approximately 20 ft. to a point in Lot 51; thence with a new line through Lot 51 in a north-easterly direction approximately 180 feet to a point on the southwestern side of River Street; thence with said street N. 50-00 W. 20 feet to an iron pin, joint front corner of Lots 51 and 52; thence continuing with said street N. 50-00 W. 21 feet to an iron pin; thence continuing with said street N. 34-00 W. 19.5 feet to the point of beginning.

Said property is the same or a portion of the same conveyed to R. C. Collins by two deeds, one being recorded in the RMC Office for Greenville County in Deed Vol 757 at Page 452 and the other being recorded in Deed Vol. 456 at Page 77. Subsequently, the said R. C. Collins died testate on August 8, 1970 and willed the mortgagee herein his undivided one-fourth interest in the property being conveyed as more fully appears in the Will of R. C. Collins filed in the Office of Probate Court for Greenville County in Apartment 1141 at File 19.

The above described property is the same acquired by the mortgagors from the mortgagee by deed dated October 26, 1979 now being recorded in the RMC Office for Greenville County, S. C. It is expressly understood and agreed that this is a purchase money mortgage and this mortgage covers only the one-fourth interest in the above described property that the mortgagors have this day acquired from the mortgagee.

The within mortgage secures the deferred portion of the purchase price for the premises herein described and for 25 shares of Brown Finance Company, Inc. on a prorata basis.

Mortgagee agrees that Mortgagors shall have the right to substitute collateral security by making deposits in a federally insured financial institution such as a savings and loan association. After such deposits have been made in an amount not less than the mortgage balance due, together with interest thereon at Ten (10%) per cent per annum and properly pledged to Mortgagee, then Mortgagee will release his lien upon the mortgaged real estate. It is further agreed that there may be other types of substitute collateral but only as mutually agreed upon by the parties. It is further agreed that at any time after the calendar year 1979 the Mortgagors may prepay all or any part of the indebtedness at any time and from time to time without penalty.

RECORDED OCT 30 1979 at 4:22 P.M.

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