

Skelton Real Estate Company
102 Mills Ave.
Greenville, SC 29605

PURCHASE MONEY
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

1517 397

SEP 24 8 44 AM '80 WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C

WHEREAS, James D. Brown, Jr. and Lyle D. Milligan

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mahlon L. Polk, Sr.

(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
Fifty Thousand, Four Hundred and no/100ths-----Dollars (\$50,400.00) due and payable
as set forth in the aforementioned promissory note.

with interest thereon from _____ at the rate of _____ 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, outside the incorporate limits of the City of Greenville, on the Eastern side of Perry Road, and being known and designated as Lot 3 on the plat of the property of Hext M. Perry, recorded in Plat Book "C" at Page 158, and having, according to survey made by Dalton & Neves in March, 1928, the following metes and bounds, to-wit:

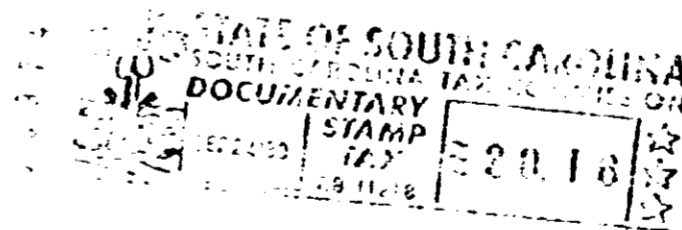
BEGINNING at a point on the East side of Perry Road, which point is 225 feet North of the intersection of the East side of Perry Road with the Northern side of Buncombe Road, corner of Lot 2, and running thence with line of Lot 2 S 74-26 E 195 feet to an iron pin; thence N 33-25 E 79 feet to an iron pin, corner of Lot 4; thence with line of said Lot N 74-26 W 218 feet to an iron pin on Perry Road; thence with the Eastern side of said road S 16-05 W 75 feet to the beginning corner, less, however, that portion previously conveyed to the South Carolina Highway Department.

DERIVATION: This being the same property conveyed to mortgagor by deed of Mahlon L. Polk, Sr., Mahlon L. Polk, Jr. and Jimmy C. Polk as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1134, Page 42, on September 24, 1980.

THIS mortgage represents a purchase money mortgage, said amount being a portion of the purchase price paid by mortgagor to mortgagee for the above described property.

5010

SEP 24 80 1702



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 such 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.