

PURCHASE MONEY

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.
Mortgagee's Address: 603 Grove Road, Greenville, S. C. 29605

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
GREENVILLE CO. S. C.

WHEREAS, Bilcor ^{Deed} ^{4:47 PM '80} ~~Deed~~, a South Carolina General Partnership and having as its sole General Partners, G. Franklin Mims and William R. Francis (hereinafter referred to as Mortgagor) is well and truly indebted unto Grace F. Earle, individually and as trustee under the Will of Frank H. Earle, Deceased

(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 One Hundred Twenty Thousand and No/100ths-----

----- Dollars (\$ 120,000.00) due and payable
in four equal annual installments of Thirty Thousand and No/100ths (\$30,000.00) Dollars each commencing one year from the date hereof and continuing on the same date of each succeeding year until fully paid

with interest thereon from _____ date _____ at the rate of ten (10%) per centum per annum, to be paid: annually

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, the Mortgagee's heirs, 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 _____

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina bounded on the north and east by Chanticleer Subdivision and Chapman Road, on the south by property now or formerly of Greenville Country Club and on the west by Chanticleer Subdivision, and having according to plats of Chanticleer, Sections 2 and 4 and a plat entitled Topographical Survey for Grace F. Earle, Trustees, dated May 19, 1980, the following metes and bounds:

BEGINNING at a point on the south side of Chapman Road, said point being the northeast corner of Lot 152 and Chapman Road and running thence S. 72-48 E. 35.7 feet; thence S. 27-54 E. 146.1 feet; thence S. 60-33 W. 140 feet; thence S. 43-12 W. 45.7 feet; thence S. 27-42 E. 32.7 feet; thence S. 29-37 E. 281.6 feet to joint line with Greenville Country Club Line; thence along said line N. 63-34 E. 400.3 feet; thence N. 40-52 E. 299.8 feet; thence N. 76-50 E. 174.7 feet; thence N. 43-31 E. 437.3 feet to a point on the southern side of Chapman Road; thence along the southern side of Chapman Road N. 57-15 W. 47.7 feet and N. 69-35 W. 67.8 feet to the northeast corner of Lot 160; thence along the line of Chanticleer Lot 160, S. 27-22 W. 226.7 feet; thence N. 77-39 W. 150 feet; thence S. 82-39 W. 45.1 feet; thence S. 82-44 W. 95.1 feet; thence S. 54-42 W. 175.1 feet; thence S. 55-11 W. 135.6 feet; thence S. 77-53 W. 80.3 feet; thence S. 78-02 W. 159.1 feet to the east side of a 50 foot strip and west side of Lot 154; thence N. 27-54 W. 141.4 feet; thence N. 22-03 E. 31.8 feet to a point on the southern side of Chapman Road; thence along the southern side of Chapman Road approximately 100 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Grace F. Earle individually and as trustee dated September 26, 1980 and recorded herewith in the RMC Office for Greenville County.

The mortgagor shall have the right to obtain a release of all or portions of the property described above from the lien of this mortgage in accordance with the terms and provisions of that certain Agreement for Purchase and Sale of Real Estate between the mortgagee and G. Franklin Mims dated August 29, 1980, which are expressly incorporated herein by reference.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
\$ 48.00
PB 1121P

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 is 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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