

401 Northwood Drive  
Taylors, S.C., 29687

EDWARDS, DUGGAN AND REESE, P. A.

STATE OF SOUTH CAROLINA

PURCHASE MONEY

Attorneys-at-Law

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

P.O. Box 126

Greer, S.C. 29651

GREENVILLE, S.C.  
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R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Lee Roy F. Frazier and Grace M. Frazier,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Joe B. Pack & Bobbie L. Pack

(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 Eight Thousand, Four Hundred and no/100ths

Dollars (\$8,400.00) due and payable

in sixty (60) monthly installments of \$186.86 each, beginning April 11, 1981 and continuing until paid in full. Said payments shall be applied first to interest, balance to principal. Mortgagors shall have privilege of prepayment without penalty.

with interest thereon from date at the rate of 12.00 per centum per annum, to be paid: monthly as aforesaid.

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, in Dunklin Township, containing 11.97 acres, more or less, and being designated as "Bertha E. Beasley --Tract #4," on a plat entitled, "Plat Showing Tracts or Land for Estate of Sam Beasley", prepared by Hugh J. Martin, Surveyor, dated December 12, 1968 and recorded in the RMC Office for Greenville County in Plat Book SSS at Page 152 and 153 and having such metes and bounds as appear by reference to said plat. The subject tract fronts on the easterly side of Old Latimer Mill Road a distance of 436.04 feet and is bounded on the north by Tract #3, on the south by Tract #5 and on the east by a branch.

THIS is the identical property conveyed to the Mortgagors by deed of the Mortgagees to be recorded of even date herewith and this mortgage is being given to secure a portion of the purchase price of said property.

It is agreed that any payment not received within fifteen days of due shall be subject to a late payment penalty of 4% of the payment.

It is further agreed and understood that this mortgage and the note it secures, shall become immediately due and payable if the subject property is transferred by deed or contract without the prior written consent of Mortgagee.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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