

State of South Carolina

GREENVILLE CO. S.C.
SEP 27 1981
ANNIE S. TANKERSLEY
R.M.C.

COUNTY OF GREENVILLE

LEATHERWOOD, WALNER, TOND & MANN

JERRY LEE BROOME & SUSAN REYNOLDS BROOME

SEND GREETING:

WHEREAS, we the said Jerry Lee Broome & Susan Reynolds Broome

in and by a certain promissory note in writing, of even date with these presents are well and truly indebted to Charles Wayne Moore & Elise Sharpe Moore

in the full and just sum of Sixteen Thousand and No/100 (\$16,000.00) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of fourteen (14%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of October, 1981, and on the 1st day of each succeeding month of each year thereafter the sum of \$248.48, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of August, 1986 and the balance of said principal and interest to be due and payable on the 1st day of September, 1986 the aforesaid monthly payments of \$248.48 each are to be applied first to interest at the rate of fourteen (14%) per centum per annum on the principal sum of \$16,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal. Mortgagors reserve the right to prepay in full prior to maturity without penalty.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we the said Jerry Lee Broome & Susan Reynolds Broome, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Charles Wayne Moore & Elise Sharpe Moore according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to Jerry Lee Broome & Susan Reynolds Broome, the said Mortgagors, in hand and truly paid by the said Charles Wayne Moore & Elise Sharpe Moore at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Charles Wayne Moore & Elise Sharpe Moore, their heirs and assigns forever:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the westerly side of Afton Avenue in the City of Greenville, South Carolina, being shown as the greater portion of Lot No. 48 on the plat of Alta Vista, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book G, Page 20, and having, according to a more recent survey made by Freeland & Associates entitled "Property of C. Wayne Moore and Elise S. Moore", dated October 16, 1980, recorded in Plat Book 8G at Page 96, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Afton Avenue, joint front corner of Lot Nos. 48 and 49 and running thence along the common line of said Lots N. 85-40 W. 160 feet to an iron pin in the rear line of Lot No. 40; thence along the rear line of Lot Nos. 40 and 41 N. 4-15 E. 58.6 feet to an iron pin; thence on a new line through Lot No. 48 S. 86-03 E. 160 feet to an iron pin on the westerly side of Afton Avenue, joint front corner of Lot Nos. 48 and 47; thence along the westerly side of Afton Avenue S. 4-15 W. 60 feet to an iron pin, the point of beginning.

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SOUTH CAROLINA TAX COMMISSION
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