1590 New Ashland City Road
Clarksville, Tennessee 37040
MORTGAGE OF REAL ESTATE—Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

100x 1.564 11:1580

The State of South Carolina,

GREENSE CO. SURCHASE-MONEY MORTGAGE

County of GREENVILLE

768 28 12 09 PH '82

To All Whom These Presents May Concern: Ke, E Kenneth M. Ham and Debra M. Ham

SEND GREETING:

Whereas, we , the said Kenneth M. Ham and Debra M. Ham

in and by our certain promissory

note in writing, of even date with these

presents, are

well and truly indebted to E. A. McDonald, Jr.

in the full and just sum of Forty-Nine Thousand and no/100----

(\$49,000.00) --- , to be paid as set forth in Note executed simultaneously herewith

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with interest thereon from as set forth in said Note

at the rate of

per centum per annum, to be computed and paid as shown in said Note

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his or 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 attorney's 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 Kenneth M. Ham and Debra M. Ham

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said E. A. McDonald, Jr.

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said Kenneth M. Ham and Debra M.

Ham

, in hand well and truly paid by the said E. A. McDonald, Jr.

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said E. A. McDonald, Jr., his heirs and assigns, forever,

All that piece, parcel or lot of land situate, lying and being at the northeastern corner of the intersection of Forrester Drive and Lanewood Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 9 on a plat of Pine Forest, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book QQ, at pages 106 and 107, and having, according to said plat and a more recent plat entitled "Property of Kenneth M. Ham and Deborah M. Ham", prepared by Freeland & Associates, dated February 24, 1982, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Forrester Drive at the joint front corner of Lots 9 and 10, and running thence with the line of

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