

MORTGAGEES ADDRESS: P. O. BOX 677, Greer, S. C. 29652

BOOK 1536 PAGE 517

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

W. H. HARRISLEY
R.H.C.

PURCHASE MONEY
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THOMAS G. ATKINSON AND JAMES A. HESS, a Partnership, d/b/a PEACHTREE ENTERPRISES, (hereinafter referred to as Mortgagor) is well and truly indebted unto ELMER S. WILSON, INC.

(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

SIXTEEN THOUSAND AND NO/100ths Dollars (\$ 16,000.00) due and payable in 35 consecutive monthly installments of \$296.42 each beginning 30 days from date and a final payment of \$9,340.85 on March 24, 1985,

with interest thereon from date at the rate of 10.00 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 Chick Springs Township, in the City of Greer, located at the corner of the intersection of North Main Street and Bearden Street and being shown as Lots Nos. 1 and 2 on plat entitled, "Property of Elmer S. Wilson, Inc.", by Jones Engineering Service, dated June 15, 1979 and being described as a whole as follows:

BEGINNING at an iron pin on the west side of North Main Street and the north side of Bearden Street (Northwest corner of intersection) and running thence N. 2-22 W., 105 feet along the west side of North Main Street to old iron pin; thence N. 80-29 W., 189 feet to old pin; thence N. 1-08 W. 115.2 feet to old pin on school lot; thence with school lot N. 75-49 W., 104.2 feet to pin near large water oak; thence S. 1-04 E., 237.4 feet to the north side of Bearden Street; thence with the North side of Bearden Street S. 82-14 E., 292.3 feet to the beginning corner.

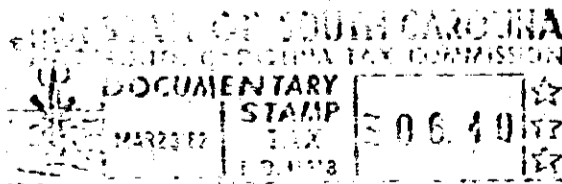
THIS is the identical property conveyed to the Mortgagors by deed of the Mortgagee to be recorded of even date herewith and this mortgage is being given to secure a portion of the purchase price of the within described property.

THIS mortgage is second and junior in lien to that certain mortgage to Family Federal Savings and Loan Association from the Mortgagors in the amount of \$48,800.00 to be recorded of even date herewith.

It is agreed that in the event the Mortgagors default on the first mortgage, this mortgage shall become immediately due and payable.

It is further agreed that any payment not received within fifteen days of due date shall be subject to a late payment penalty of 5% of the payment amount.

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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