

MAIL TO MORTGAGEES ADDRESS: #3 WHITTINGTON DRIVE
Greenville, S.C., 29615

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PURCHASE MONEY
MORTGAGE OF REAL ESTATE

Attorneys-at-Law
P.O. Box 126
Greer, S.C. 29651

FILED
CO. S. C.
APR 24 AM '82
RIVERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1567 PAGE 362

WHEREAS, JOHN M. MILES and HILDA S. MILES

(hereinafter referred to as Mortgagor) is well and truly indebted unto DAVID C. GOODLAND and WANDELL S. GOODLAND,

(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

FOURTEEN THOUSAND, SEVEN HUNDRED, THIRTEEN & 56/100 Dollars (\$ 14,713.56) due and payable in 24 monthly installments of \$73.86 each beginning May 2, 1982 and the final 96 monthly installments of \$285.16 each beginning May 2, 1984. Mortgagors may prepay 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, lying and being on the north side of S. C. Highway 129, containing 14.20 acres, as shown and delineated on plat entitled, "Survey for Rice Corporation", by Carolina Surveying Co., dated December 21, 1973, revised January 29, 1974 and April 22, 1975, said plat being recorded in Plat Book 8-M at page 20 and having such metes and bounds as appear by reference to said plat. Said property fronts on the northerly side of S. C. Highway 129 a distance of 28 feet.

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 the within described property.

THIS mortgage is second and junior in lien to that mortgage from David C. Goodland, et al to Southern Bank & Trust Co, dated March 9, 1981, recorded in Mortgage Book 1535, page 19 in the original amount of \$7,601.16.

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 also 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.

It is also understood and agreed that no timber shall be sold off of the subject property without the consent of the mortgagees.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
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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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