

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RSLEY

PURCHASE MONEY
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1572 PAGE 803

WHEREAS, We, O. THOMAS LEHMAN AND HETTIE L. LEHMAN,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES R. TRAMIELL,

(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

One Hundred Thirty Five Thousand and no/100----- Dollars (\$ 135,000.00) due and payable

according to the terms of the above referred to Promissory Note of even date herewith the terms of which are incorporated herein by reference as fully as if repeated herein,

with interest thereon from date at the rate of 9% per centum per annum, to be paid: monthly, with no penalty for prepayment by Mortgagor of principal and interest due hereunder.

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, at the southeast corner of the intersection of New Perry Road and U. S. Highway #25, and being more fully described as follows, to-wit:

BEGINNING at an iron pin located where the Westerly right-of-way line of U. S. Highway # 25 (Poinsett Highway) intersects with the Southerly right-of-way line of New Perry Road (Duncan Chapel Road); thence from said point of beginning running along the Southerly right-of-way line of New Perry Road, South 19-58 West 154.2 feet to an iron pin in the Southerly right-of-way line of New Perry Road; thence leaving said right-of-way and continuing South 47-50 East 134.7 feet to an iron pin; thence North 42-23 East 114.55 feet to an iron pin in the Westerly right-of-way line of U. S. Highway #25, thence North 39-31 West 195.6 feet to the point of BEGINNING.

Being the same property conveyed to the grantor herein by deed from Union Oil Company of California, a California corporation, dated August 12, 1968 and recorded in Deed Book 851, at Page 501 in the RMC office for Greenville County, S. C.

ALSO: ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the easterly side of New Perry Road (also known as Duncan Chapel Road), and being more fully described as follows:

BEGINNING at an iron pin which is located South 19-58 West 154.2 feet from an iron pin at the point where the eastern side of New Perry Road intersects with the western side of U.S. Highway 25, and running from such beginning corner along the eastern side of New Perry Road South 30-30 West 69.3 feet to an iron pin; thence South 47-50 East 122.2 feet to an iron pin; thence North 36-30 East 17.5 feet to an iron pin; thence North 42-23 East 50.45 feet to an iron pin; thence North 47-50 West 134.7 feet to an iron pin located on the eastern side of New Perry Road, the BEGINNING corner.

This is the same property conveyed to grantor herein by deed of Edward Carroll Cooper dated November 10, 1978, recorded in the RMC office for Greenville County, South Carolina, in Deed Book 1091, at Page 663.

This property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any covenants, restrictions or zoning ordinances affecting such property as appear of record.

At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other persons in any manner whatsoever other than by the death of either Mortgagor. Mortgagee may, at his option, negotiate new terms for a mortgage with any new prospective purchaser of the property secured hereunder who shall be presented to him by the Mortgagor.

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

RECORDED IN RMC OFFICE GREENVILLE COUNTY, S. C. NOV 16 1978

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