

FILED
GREENVILLE CO. S. C.

REC-1318 819

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 1 2 52 PM '83
DONNIE S. JANNERSLEY
R.M.C.

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

WHEREAS, We, Royal E. Lappin and Betty M. Lappin

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. Gordon Thruston, Jr. and Ann C. Thruston

(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

Seventy-five Thousand and no/100 ----- Dollars (\$ 75,000.00) due and payable in Two Hundred Forty (240) equal consecutive monthly installments of Seven Hundred Seventy-four and 15/100 (\$774.15) Dollars each, the first (1st) installment thereof being due and payable on the first (1st) day of September, 1983, with the remaining installments being each due and payable on the first (1st) day of each successive month thereafter with interest thereon from _____ date _____ at the rate of Eleven _____ per centum per annum, to be paid: monthly.

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 the City of Greenville, and being shown and designated on a plat entitled "Property of Mrs. Ed B. Smith" prepared by Freeland Jones and Associates, dated November 20, 1973 and recorded in the R.M.C. Office for Greenville, S.C. in Plat Book 5-I, at Page 28 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of East North Street at the corner of Francis Asbury Methodist Church and runs thence along said church property South 35-30 East 149 feet to an iron pin; thence continuing along the line of said church property North 60-44 West 173.2 feet to an iron pin; thence North 37-34 West 42.6 feet to an iron pin; thence North 39-48 West 51.6 feet to an iron pin; thence North 41-51 West 84.5 feet to an iron pin on the south side of East North Street; thence along East North Street South 50-48 West 157.75 feet to the beginning corner.

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.

This is the same property conveyed to Mortgagors herein by deed recorded in the office of the R.M.C. for Greenville County, S.C. in Deed Book 1193, at Page 494, said deed being dated July 29, 1983 and Grantor being H. Gordon Thruston, Jr. and Ann C. Thruston.

The Mortgagee and Mortgagor specifically agree that Mortgagor may prepay any amounts of principal and interest due hereunder at any time during the terms hereof without penalty and that the Mortgagors may not sell, transfer or assign this mortgage without the express written consent of Mortgagees.

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.

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