

MORTGAGEES ADDRESS: 608 Emery Wood Drive
Raleigh, NC 27609

BOOK 1628 PAGE 172

EDWARDS, DUGGAN & REESE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
SEP 15 4 38 PM '83
DONNA R.H.C.

PURCHASE MONEY
MORTGAGE OF REAL ESTATE

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, PHILLIP H. DRISCOLL and NANCY J. DRISCOLL

(hereinafter referred to as Mortgagor) is well and truly indebted unto JANE K. WHITEHEAD COLLINS and THOMAS H. COLLINS, their heirs and assigns

(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

FIFTY THOUSAND AND NO/100ths Dollars (\$ 50,000.00) due and payable in 360 monthly payments of \$533.63 each beginning 30 days from date and continuing until paid in full. Payments shall be applied first to interest, balance to principal. Mortgagors shall have privilege of prepayment without penalty.

with interest thereon from date at the rate of 12.5 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, near the Town of Fountain Inn, containing 3.00 acres and being designated as Tract No. 2 on a plat entitled, "Heritage Estates", prepared by J. L. Montgomery, III, Surveyor, dated November 6, 1979, recorded in Plat Book 7-C at Page 77 and having such metes and bounds as appear by reference thereto. The Subject Property is located at the northwesterly corner of the intersection of Hewitt Road and Heritage Drive.

It is understood and agreed 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 the Mortgagees.

THIS is the identical property conveyed to the Mortgagors by deed of Jane K. Whitehead to be recorded of even date herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
SEP 15 1983
STAMP TAX \$ 20.00

Together with all and singular rights, members, herditaments, 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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