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STATE OF SOUTH CAROLINA DONNIE S. TAHKERSLEY COUNTY OF GREENVILLE (R.M.C.

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

WHEREAS, John E. Walton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Village Greer, a South Carolina Partnership,

(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

Twenty-six Thousand Seven Hundred and No/100----- Dollars (\$ 26,700.00) due and payable \$13,350.00 six months from date; \$13,350.00 one year from date, with the privilege to anticipate payment of the whole or any part of the interest or principal at any time due hereunder, without penalty;

with interest thereon from date
with each principal payment;

at the rate of five (5%) per centum per annum, to be paid: semi-annually

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:

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ALL that piece, parcel or lot of land in the State of South Carolina, County of Greenville, in the City of Greer, being a part of the property shown on a survey entitled "Village Greer" prepared by John A. Simmons, dated August 8, 1975, and having, according to a recent survey by John A. Simmons, Reg. LS # 2212, entitled "Property of John E. Walton" recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book _____, at page _____, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Village Drive, at the corner of property herein described and other property of Village Greer, and running thence with Village Drive S. 54-37 W. 93.3 feet to an iron pin; thence continuing with said Drive, S. 45-31 W. 125.9 feet to an iron pin; thence with the intersection of Village Drive with Memorial Drive Extension, N. 89-39 W. 35.5 feet to an iron pin on Memorial Drive Extension; thence with said Memorial Drive Extension, N. 44-49 W. 236.9 feet to an iron pin; thence turning and running with line of other property of Village Greer, N. 45-31 E. 254.6 feet to an iron pin; thence turning and running with the line of other property of Village Greer, S. 42-24 E. 276.9 feet to the point of beginning.

Said property, according to the latter plat referred to above contains 1.50 acres.

This is a purchase money mortgage. The Mortgagee herein shall agree to subordimate the terms of this mortgage in accordance with that certain agreement by and between the Mortgagee and Mortgagor dated June 4, 1976. The terms of this agreement state that this mortgage shall be made subordinate to a mortgage to finance construction of an office building on said property should the Mortgagor desire to begin construction of said building prior to paying in full the note entered into and this purchase money money mortgage on June 4, 1976.



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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