

JAN 22 1979

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1979-130

PURCHASE MONEY MORTGAGE

WHEREAS, JAMES RALPH BEAMAN & (WIFE) BETTY IRENE BEAMAN OF 203 ISLEY STREET, SIMPSONVILLE, S.C. 29681, mortgagors, are well and truly indebted to W. HARDY HURDLE, P. O. BOX 597, CONYERS, GEORGIA 30207 mortgagee, as evidenced by mortgagors' promissory note of even date which is incorporated by reference in the principal sum of \$ 10,500.00, bearing interest after date at the rate of eight percent (8%) per year, the principal and interest being payable in 240 monthly installments of \$ 87.84, the first of which is due on the first day of February, 19 79 and continuing on the first day of each month thereafter until paid.

The mortgagors in consideration of said debt and to secure its payment and also in consideration of the sum of \$1.00 paid to mortgagors, at and before the sealing and delivery of this instrument, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the mortgagee, his successors and assigns, a parcel of real estate in Greenville County, South Carolina, described as follows, to-wit:

Farm No. 11 of Fairview Farms containing 5.60 acres according to plat prepared by Ernest R. Bryan, Jr., Registered Land Surveyor #4780, said plat being recorded in the Office of the Clerk of the Court for Greenville County, South Carolina in Book 6-U, Page 52, to which reference is made for a metes and bounds description of said property. This is a part of the property conveyed to W. HARDY HURDLE by deed from OTIS W. SMITH, dated October 30, 1978, recorded in Book 1090, Page 756. Mortgagors acquired title by deed from Mortgagees dated this date and filed with this mortgage, together with all rights, hereditaments and appurtenances, belonging to the same. TO HAVE AND TO HOLD, said premises to the mortgagee, their heirs, successors and assigns forever.

The mortgagors covenant that they are lawfully seized of said premises in fee simple and are authorized to sell, convey and incur the same and covenant to warrant and defend said title.

Should there be a default in complying with the terms of this mortgage, or default in the payment of the promissory note secured, at option of the mortgagee all sums then owing by mortgagors to mortgagee shall become immediately due and payable whether due on its face or note and this mortgage may be foreclosed. Should legal proceedings be instituted for the foreclosure of this mortgage, all costs and expenses incurred by the mortgagee, including a reasonable attorney's fee should one be employed, shall all become due and payable immediately as part of the debt secured hereby. The mortgagors shall hold and enjoy the premises until default. It is the true intent of this instrument that mortgagors shall fully perform all of the covenants of the mortgage and note secured and if they so do, this mortgage shall be utterly void; otherwise, to remain in full force and effect. All covenants contained herein shall inure to the respective heirs, successors and assigns of the parties. This is a purchase money mortgage.

WITNESS the mortgagors' hands and seals, this the 27th day of December 19 78.

NOTARY: *[Signature]* (SEAL)
WITNESS: *[Signature]* (SEAL)

PREPARE

STATE OF SOUTH CAROLINA
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Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagors sign, seal and as their act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this the 27th day of December 19 78.

NOTARY: *[Signature]*
Notary Public for Greenville County, South Carolina
My Commission Expires: _____

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RV-21