MORTGAGE OF REAL ESTATE—Form Prepared by Hayhavfolth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C. 800K 1536 PASE CO. S. C. 800K 1536 PASE CO.

MAR 30 12 45 PH '81

The State of South Carolina, DONNIE S. TANKERSLEY

PURCHASE MONEY MORTGAGE

County of

X

GREENVILLE

To All Whom These Presents May Concern:

DON MARKRAM BRINDLEY AND RITA E. BRINDLEY

SEND S GREETING:

13.00

Whereas, we , the said Don Markram Brindley and Rita E. Brindley

in and by our certain

promissory

note in writing, of even date with these

, to be paid according to the terms of the aforesaid note

xwithintexest thereon from

адхіднествующих у такторы по продукти по при по продукти по продук

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we, the said Don Markram Brindley and Rita E. Brindley, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Helen J. Croxton and Hugh B. Croxton, Jr., as Co-Executors and Trustees under the Will of Hugh B. Croxton, deceased, and H. Caldwell Harper,

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said Don Markram Brindley and Rita E.

Brindley , in hand well and truly paid by the said Helen J. Croxton and Hugh B. Croxton, Jr., as Co-Executors and Trustees under the Will of Hugh B. Croxton, deceased, and H. Caldwell Harper at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said Helen J. Croxton and Hugh B. Croxton, Jr., as Co-Executors and Trustees under the Will of Hugh B. Croxton, deceased, and H. Caldwell Harper, their successors-in-office, heirs and assigns, forever:

All that piece, parcel or lot of land, containing 3.37 acres, more or less, situate, lying and being on the Southeastern side of Ponders Road, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 1 as shown on a plat prepared by Piedmont Surveyors, dated February 13, 1979, entitled "Addition to Huntington", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C at page 3, and having, according to said plat, the following metes and bounds:

(Cont'd.

1.000I

8

A CONTRACTOR OF THE CONTRACTOR

[4328 RV-2