

JAMES D. MONTAGNA  
ATTORNEY-AT-LAW

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE -  
S. C.

SEP 11 PH '81

Address of Mortgagee:  
35 North Avondale Drive  
Greenville, S. C. 29609

MORTGAGE OF REAL ESTATE

BOOK 1559 PAGE 150

WITNESSEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Rolf D. Garrison

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles J. Spillane

(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 one thousand and no/100----- Dollars (\$1,000.00) due and payable one year from this date,

with interest thereon from this date at the rate of seventeen per centum per annum, to be XXX computed annually in advance and paid at maturity  
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:

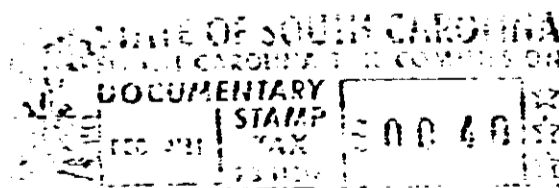
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, and described as follows:

All that lot of land situate on the East side of Frank Street in the City and County of Greenville, South Carolina, and beginning on said street at an iron pin 56 feet from corner of Pinkney and Frank Streets, and runs thence with Frank Street, S. 57 W. 54 feet to an iron pin corner of lot with Mamie F. Raines; thence with her line, S. 34.10 E. 175 feet to an iron pin on an alley; thence with said alley, N. 57 E. 14 feet to an iron pin; thence in a westerly direction 12 feet to an iron pin 8 feet from Mamie F. Raines line; thence N. 34.10 W. 32 feet parallel with line of said Raines to an iron pin, 8 feet from her line; thence in a line parallel with Frank Street, N. 57 E. 46 feet to an iron pin; thence in a line parallel with Pinkney, N. 34.10 W. 133 feet to the beginning corner, being a part of Lot No. 14 of the J. P. K. Bryan property as shown on plat recorded in Vol. HHH, page 838.

The above described property is the same property conveyed to the mortgagor herein by deed of Charles J. Spillane and Lillian S. Hannon dated September 5, 1979, and recorded on September 21, 1979 in the R. M. C. Office for Greenville County in Deed Book 1112, at page 42.

This is a second mortgage and junior in lien to that mortgage given by the mortgagor to Charles J. Spillane and Lillian S. Hannon, dated September 5, 1979 and recorded on September 21, 1979, in the R. M. C. Office for Greenville County in Mortgage Book 1481 at page 672.

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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 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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