JAMES D. McKINNEY, JR.MORTGAGE OF REAL ESTATE ATTORNEY - AT - LAW

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

MORTGAGE OF REAL ESTATE

800K 1576 PAGE 613

STATE OF SOUTH CAROLINA COUNTY OF Greenville TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Rolf D. Garrison

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

(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 eighty-two hundred and eighty-seven and 77/100-----

at the rate of \$175.96 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal; the first payment to be due on August 27, 1982, and the remaining payments to be due on the 27th day of each and every month thereafter until paid in full,

per centum per annum, to be paid: monthly: at the rate of twelve with interest thereon from this date

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, and described as follows:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on Gentry Street, being known and designated as Lot No. 26 and part of Lot No. 28 of Block 2 of Hoke's Subdivision as shown on Plat recorded in the R. M. C. Office for Greenville County in Plat Book "C" at page 54, and having the following metes and bounds, to-wit: Gentry

BEGINNING at an iron pin on the North West side of GENTLY/Street, at joint corner of lots 24 and 26, which point is 50 feet North Rast from corner of a 20 foot atreet, and Gentry Street, and running thence along the line of Gentry Street, N. 34 E. 90 feet to an iron pin, in the front line of Lot No. 28, which pin is 10 feet South West of joint corner of Lots Nos. 28 and 30; thence along the line of a 10 foot strip of Lot No. 28, owned by M. E. Land, N. 56 W. 150 feet to an iron pin; thence S. 34 W. 90 feet to an iron pin, joint rear corner of Lots Nos. 24 and 26; thence along a joint line of said lots, S. 56 R. 150 feet to the beginning corner.

The above described property is the same property conveyed this date by the mortgagee to the mortgagor by deed to be recorded herewith.

This is a purchase money mortgage.

I agree to pay a late charge of five per cent of the amount of any payment paid more than ten days late.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertuining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting futures 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, it's being successors and assigns, forever,

The Mortgagor covenants that it is lewfully secred of the premises heireinabove described in fee simple absolute, that it has good right and is lawfully arthrized to sell, convey or encumber the same, and that the premises are free and clear of all hers and encumbrances except as provided berein. 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.

GRIENVILLE OFFICE SUPPLY CO. INC.

1**0**

The second second