

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

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

WHEREAS, we, R. L. Carter and Juanita S. Carter

(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 **twenty-six hundred and thirteen and 96/100-----**

----- Dollars (\$ 2,613.96) due and payable
at the rate of \$15.00 per week hereafter until paid in full; the first payment to be due May 4, 1974, and the ~~xxx~~ remaining payments to be due on each and every Friday thereafter until paid in full,

with interest thereon from **date** at the rate of **seven** per centum per annum, to be ~~xxx~~ computed annually in advance and paid weekly as part of the weekly payments

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 in **Greenville Township**, on the **Northeast side of Heatherly Drive**, known and designated as **Lot No. 51** on plat of Property of **Pride-Patton Land Co.**, recorded in the **R. M. C. Office for Greenville County in Plat Book E at page 249**, and described as follows:

BEGINNING at an iron pin on the Northeast side of Heatherly Drive at the joint front corner of Lots Nos. 50 and 51, and running thence with the line of Lot No. 50, N. 36-15 E. 197.4 feet to an iron pin; thence with the rear line of Lot No. 78, N. 59-23 W. 50.24 feet to an iron pin, rear corner of Lot No. 52; thence with the line of Lot No. 52, S. 36-15 W. 192.4 feet to an iron pin on Heatherly Drive; thence with the east side of Heatherly Drive, S. 53-45 E. 50 feet to the point of beginning.

This is a purchase money mortgage and the above described property is the same conveyed to the mortgagors herein by the mortgagee herein by deed dated this date and to be recorded herewith.

Mortgagors agree to pay all back taxes on said property if any be due.



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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 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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