

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

address of mortgagor:
35 North Avondale Drive
Greenville, S. C. 29609

WHEREAS, I, Spencer A. Goad

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

hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of three thousand and no/100

----- Dollars \$3,000.00 ----- due and payable at the rate of \$150.00 per month hereafter until paid in full, the first payment to be due January 19, 1978, and the remaining payments to be due on the 19th day of each and every month thereafter until paid in full,

with interest thereon from this date at the rate of nine per centum per annum ~~yearly~~ to be computed annually in advance and paid monthly as part of the \$150.00 monthly payments

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to it for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs and any other purposes

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the amount due, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to or for the benefit of the Mortgagee, and also in consideration of the further sum of Three Dollars \$3.00 to the Mortgagee 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, aliened, released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its executors and assigns

ALL that certain piece parcel or lot of land with all improvements thereon, as hereafter described, situated, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, being known and designated as Lots Nos. 1 and 2 of "Property of J. W. Hudgens and L. P. Langston" according to a plat made by M. H. Woodward, R. E., in July, 1946, and recorded in the R. M. C. Office for Greenville County in Plat Book B at page 47, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Oak Street and Hill Top Street at the corner of Lot No. 2, and running thence with Oak Street, N. 48-15 E. 144 feet to an iron pin at the corner of Lot No. 2 and Lot No. 3; thence S. 41-45 E. 121.5 feet to an iron pin at the joint rear corner of Lot No. 3 and Lot No. 1; thence S. 48-15 W. 144 feet to an iron pin, the front corner of Lot No. 1 facing Hill Top Street; thence along Hill Top Street, N. 41-45 W. 121.5 feet to an iron pin at the intersection of Oak Street, the point of beginning.

This is the same property conveyed to Spencer A. Goad by deed of Horace L. Kauldin, dated April 1, 1966, and recorded April 1, 1966, in the R. M. C. Office for Greenville County in Deed Book 795 at page 302.

I further agree to pay a late charge of five per cent of any payment made more than fifteen days late.

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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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.