

Mortgagee's address: 35 North Avondale Drive, Greenville, S.C. 29609

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GREENVILLE CO. S.C.

VOL 1402 PAGE 41

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
JENNIE S. TANNERSLEY  
WALD

WHEREAS, Herbert E. Riddle, Jr. and James R. Clardy, Jr.

(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 Eleven Thousand Five Hundred and No/100-----

----- Dollars (\$ 11,500.00 ) due and payable  
in ninety-six (96) equal monthly installments of One Hundred Sixty-Eight and 48/100 (\$168.48) Dollars with the first installment becoming due on April 10, 1979 and the last installment due on March 10, 1987. Right to prepayment without penalty is hereby reserved.  
with interest thereon from March 29, 1979 at the rate of Nine (9%) per centum per annum, to be paid: monthly

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:

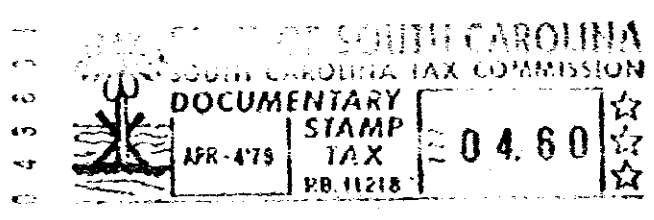
\*ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that lot of land in the City of Greenville, County of Greenville, State of South Carolina, with the buildings and improvements thereon, on the east side of Houston Street, and being known and designated as the major portion of Lot No. 2 with a small strip of Lot No. 3 of Block J of the Chapin Spring Land Company, which plat is recorded in the RMC Office for Greenville County in Plat Book E at Page 41, and said property being described as follows:

BEGINNING at an iron pin on Houston Street, corner of a 10 foot alley, and running thence with Houston Street, N. 2-0 E. 60 feet to an iron pin; thence N. 88-0 126.5 feet to an iron pin; thence S. 2-0 E. 60 feet to an iron pin on said 10 foot alley; thence with said alley S. 88-0 W. 130 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of the mortgagee as recorded in the RMC Office for Greenville County, S.C. in Deed Book 1099 at Page 752, on March 29, 1979.

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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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