

JAMES D. MCKINLEY, JR.
ATTORNEY-AT-LAW

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

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
CO. S. C.
3 12 PM '80
DORR
R. M. C. ERSLEY

MORTGAGE OF REAL ESTATE

BOOK 1495 485

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Charles J. Shookley and Lucille S. Shookley

(hereinafter referred to as Mortgagee) 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 ten thousand and five hundred and no/100

Dollars (\$10,500.00) due and payable

at the rate of \$150.00 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 March 11, 1980, and the remaining payments to be due on the 11th day of each and every month thereafter until paid in full,

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

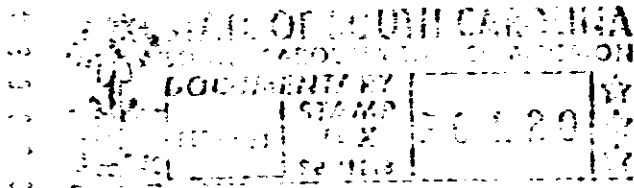
WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, 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 his account by 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 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, being known and designated as Lot No. 80, according to plat of property of Pride and Patton Land Co., plat recorded in the R. M. C. Office for Greenville County in Plat Book E at page 249, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the south side of Goodrich Street, at the corner of Lot 79 and running thence along line of Lot 79, S. 36-15 W., 198.6 feet to an iron pin; thence along line of Lot 49, S. 59-23 E. 50.24 feet to corner of Lot 81; thence with the line of Lot 81, N. 36-15 E. 203.5 feet to point on the south side of Goodrich Street; thence N. 64-49 W. 50.9 feet to the beginning corner.

LESS HOWEVER that certain strip of land deed by Howard Raines to J. Harold Smith on October 16, 1954, deed to which is recorded in the R. M. C. Office for Greenville County in Deed Book 513 at page 509.



The mortgagors shall have the right to anticipate payment in part or in full on any ~~pay~~ payment date without penalty.

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

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.

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.

0483

4328 RV-2