

JAMES D. MCKINNEY, JR.  
ATTORNEY-AT-LAW  
STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

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

MORTGAGE OF REAL ESTATE

BOOK 1315 PAGE 818

FILED  
GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUL 13 2 04 PM '89

WHEREAS, I, Rolf D. Garrison, DONNIE S. BANKERSLEY  
R.M.C.

(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 fifteen hundred and no/100----- Dollars (\$ 1,500.00 ) due and payable one year from this date,

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

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 of that certain parcel or lot of land situated on Vermont Street, formerly Cobb Street, near Judson Mills, Greenville Township, Greenville County, State of South Carolina, designated as Lot No. 10 on a plat of the W. H. McGaha Property, recorded in Plat Book "P" at page 33, R. M. C. Office for Greenville County, and having a width of 57 feet and a depth of 123.1 feet on one side and 126 feet on the other side.

This is the same property conveyed to Rolf D. Garrison by deed of Charles J. Spillane, dated September 26, 1980 and recorded on October 7, 1980 in the R. M. C. Office for Greenville County in Deed Book 1135 at page 28.

This is a second mortgage and junior in lien to that mortgage given by Rolf D. Garrison to Charles J. Spillane recorded in Mortgage Book 1519, page 551.

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 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, free and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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