CKEENAILEE CO. 2. C.

STATE OF SOUTH CAROLINA

COUNTY OF A GREENVILLE

## JAMES D. McKINNEY, JR. ATTORNEY-AT-LAW MORTGAGE OF REAL ESTATE

BOOK 1246 PAGE 315

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. W. NOC.

(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 ten thousand and three hundred and no/100-----
Dollars (\$ 10,300.00 ) due and payable

as follows: \$100.00 on August 3, 1972, and \$100.00 on the 3rd day of each and every month through and including July 3, 1974, and then \$125.00 on the 3rd day of each and every month thereafter until paid in full,

with interest thereon from date at the rate of eight per centum per annum, to be park computed annually and paid monthly as part of the aforesaid monthly payments, WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in-consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, 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 the City of Greenville 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, recorded in Plat Book E at page 41 and 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-OE. 60 feet to an iron pin; thence N. 88-0 E. 126.5 feet to an iron pin; thence S. 2-OE 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 is a purchase money mortgage and the above described property is the same conveyed to the mortgagor by the mortgagee this date by deed to be recorded herewith.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 heifs, 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 tiens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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