809K 1288 FAGE 577

MORTGAGE OF REAL CENTATE TO THE COLOR FOR ACCORDING ALL LAW Greenville, S. C. — Green, S. C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE | 11 C4 44 73 DONNIE S. TARKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAL We, Marshall T. and Carrie Lee Spencer

thereinefter referred to as Mortgagor) is well and truty indebted onto Audrey H. Chitwood

(hereinafter referred to as Mortgagoe) as evidenced by the Mortgagoe's premissory note of even date herewith, the terms of which are

One Thousand Seven Hundred and no/100---- 1,700.00-1 due and payable at the rate of \$34.07 per month beginning 30 days from date and each month thereafter for 60 months.

with interest thereon from date at the rate of 7 1/2 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 Martgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Martgagor, 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 Merigagoe at any time for advances made to or for his account by the Mortgages, and also in consideration of the further sum of Three Dollars (\$2.00) to the Mortgages in hand well and truly paid by the Mortgages at and before the scating 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 as

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

ALL that piece, parcel or lot of land with improvements thereon, situate, lying and being in or near the City of Greer, Greenville County, South Carolina and being more particularly described as Lot No. 12, as shown on a plat entitled a subdivision for McCall Manufacturing Co., Greer, South Carolina made by Pickell & Pickell, Engineers, Greenville, South Carolina May 1949, and recorded in R. M. C. Office for Greenville County in Plat Book 5 at Page 76. According to said Plat the within described lot is also known as No. 217 Delano Avenue and fronts thereon 80 feet.



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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 hereta 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 being, successors and assigns, forever.

The Mortgagor covenents that it is lawfully seized of the premises hereinebove 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 seld premises unto the Atorigages forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

The transfer of the second