STATE OF SOUTH CAROLINA COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, W. E. Lee

thereinafter 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 dute herewith, the terms of which are incorporated herein by reference, in the sum of twenty-six hundred and sixty-six and 76/100-----

as follows: \$20.00 per week for 7 weeks and \$15.00 per week thereafter until paid in full; the first payment to be due April 6, 1974, and the remaining payments to be due on each and every Saturday thereafter until paid in full,

with interest thereon from date at the rate of eight per centum per annum, to be main computed annually in advance and paid weekly as part of the weekly payments,

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, pullic assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesail 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 Mortgagor 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 (\$5.00) 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 tinto 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 being known and designated as Lot No. 153, Section I on a plat entitled "Subdivision of Village Houses, F. W. Poe Life. Co., Greenville, South Carolina," made by Dalton & Neves in July, 1950, and recorded in the R. M. C. Office for Greenville County in Plat Book Y at pages 26 through 31 inclusive, which lot is described as No. 35 Fifth Avenue and fronts on "D" Street 145.1 feet.

This is a purchase money mortgage and the above described real estate is the same conveyed this date by the mortgagee to the mortgagor by deed to be recorded herewith.

The mortgagor agrees to pay property taxes on said property for 1974; and also to pay any and all back property taxes which night be due on said property.



Together with all and singular rights, members, hereditaments, and appertenances 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 Mortgagor forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

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