MORTGAGE OF REAL ESTATE DEC 27 12 19 PH '81

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

MORTGAGE OF REAL ESTATE

ECON 1560 FASE 274

STATE OF SOUTH CAROLINA LA CERSLEY COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I. Johnny Ross Brown WHEREAS,

Charles J. Spillane (hereinafter referred to as Mortgagor) is well and truly indebted unto

(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 seven hundred and eighty and no/100-----

in thirteen equal monthly payments of \$60.00 each, the first payment of \$60.00 to be due January 16, 1982, and the remaining monthly payments of \$60.00 to be due on the 16th day of each and every month thereafter until paid in full,

at the rate of eighteen per centum per annum, to be paid: monthly: with interest thereon from 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, near the City of Greenville, lying and being on the northern side of Lynhurst Drive, and being known and designated as Lot No. 57, Section I, of a subdivision known as Oak Crest, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book GG at pages 110 and 111. Said lot having such metes and bounds as shown thereon.

The above described property is the same property conveyed to the mortgagor herein by deed of John M. Bolin and Alene R. Bolin by deed dated May 30, 1978 and recorded on May 31, 1978 in the R. M. C. Office for Greenville County in Deed Book 1080 at page 116.

This is a second mortgage and is junior in lien to that mortgage given by the mortgagor heretofore to Collateral Investment Company, Ino.

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 Mostgagor covenants that it is lawfully seized of the premises heireinabove 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, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof. HANGE STATE OFFICE SUPPLY CO. INC. TO THE PROPERTY OF THE PRO

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