

6040

✓ JAMES D. MCKINNEY, JR.
ATTORNEY-AT-LAW MORTGAGE OF REAL ESTATE - Address of mortgagee:
C.R.C. FILED 35 North Avondale Drive
STATE OF SOUTH CAROLINA } CO. S. C. Greenville, S. C. 29609
COUNTY OF Greenville } 2 302 PH '81 TO ALL WHOM THESE PRESENTS MAY CONCERN
DONNAE S. TAKERSLEY
R.M.C.

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WHEREAS, James David McKinney, Jr.

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

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of five thousand and no/100-----

Dollars (\$ 5,000.00) due and payable at the rate of \$180.77 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal; the first payment to be due March 1, 1981, and the remaining payments to be due on the first day of each and every month thereafter until paid in full; with the right to anticipate payment in full at any time without penalty, ~~and interest thereon from the date of payment, accruing upon the amount unpaid, until paid in full.~~ of any payment made more than ten days late.

Satisfied and paid in full this 10th day of December 1981

Charles Spillane
Witnessed by:

Debbie Bennett
executed 12/7/82

GR. / 30 S. C.
12/7 3 22 PM '82
JOHN TAKERSLEY
R.M.C.

Together with all fixtures, fittings, members, appendages, 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 fixed 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, executors and assigns, forever.

The Mortgagee covenants that it is lawfully owned of the grantors hereinabove described in one single tract, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the grantors are free and clear of all liens and encumbrances (except as provided herein). The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons lawfully claiming the same or any part thereof.

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