

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE GREENVILLE CO. S.O.

FILED
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OLLIE FARNSWORTH

WHEREAS, We, Albert B. Harrington and Mary B. Harrington

MORTGAGE OF REAL ESTATE
 TO ALL WHOM THESE PRESENTS MAY CONCERN:

(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

Four Thousand, One Hundred and Nineteen and 72/100 Dollars (\$ 4119.72) due and payable in the following manner: \$12.50 per week, the first \$12.50 weekly payment being due March 5, 1969 and remaining \$12.50 weekly payments being due each and every Saturday thereafter until paid in full

(6½) computed annually in advance, and with interest thereon from date at the rate of Six & ½ per centum per annum, to be paid: ~~plus~~ as part of the weekly payment.

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, lying on the Eastern side of 5th Avenue in Judson Mill Village No. 1, being known and designated as Lot No. 49, as shown on a Plat of Section 1, Judson Mill Village, made by Dalton and Neves, Engineers, in 1939, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book "K" at Pages 11 and 12, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pipe on the Eastern side of Fifth Avenue, 143 feet North of the Northeastern corner of Fifth Avenue and Heatherly Drive and running thence with Fifth Avenue N. 4-30E. 70 feet to an iron pipe, joint front corner of Lots 49 and 50; thence with the line of Lot No. 50 S. 85-30E. 89.5 feet to an iron pipe, joint rear corner of Lots Nos. 28 and 29; thence with the line of Lot No. 29 S. 4-30W. 70 feet to an iron pipe, joint rear corner of Lots Nos. 29, 30, 48 and 49; thence with the line of Lot No. 48 N. 85-30W. 89.5 feet to the BEGINNING corner.

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 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 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.