

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

BOOK 1244 PAGE 27

AUG 7 3 44 PM '72 MORTGAGE OF REAL ESTATE

ELIZABETH RIDGEBALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, I, James C. Martin

(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 Eleven Hundred -Nineteen Dollars and 11 cents

Dollars (\$1,119.11) due and payable
in the following manner; \$40.00 June 17th 1972, and \$40.00 every second Saturday thereafter
for 14 payments, and then \$40.00 January 4, 1973 and \$40.00 the fourth day of each month
thereafter until paid in full

with interest thereon from date at the rate of 8% per centum per annum, to be paid: as part of the above 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, 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, Greenville Township being a portion of a platted street known now as Sumter Street but shown on a plat of the grantor's property recorded in the R. M. C. Office for Greenville County in Plat Book G at Page 235, as Pearl Avenue, and having the following metes and bounds, to wit:

Beginning at an iron pin on the East side of Sumter Street at the joint corner of Lots Nos. 3 & 4, which point is 312 feet North of the Northeast corner of the intersection of Sumter Street with Cedar Lane Road, and running thence along the East side of Sumter Street N. 10-44 E. 54 feet to an iron pin, joint corner of Lots 4 & 5; thence along the joint line of said lots S. 79-30 E. 125 feet to an iron pin; thence S. 10-44 W. 54 feet to an iron pin, joint rear corner of Lots 3 & 4; thence along the joint line of said lots N. 79-30 W. 125 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.