

FILED
 GREENVILLE CO. S. C.
 STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE
 MAY 29 3 13 PM '74

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

CONNIE S. TANKERSLEY
 R.H.C.

WHEREAS, I, J. B. Moore, am

(hereinafter referred to as Mortgagor) well and truly indebted unto

Charles J. Spillane and Sara Burris Cleveland as Executrix

(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 Two Thousand, Five Hundred and No/100-----

----- Dollars (\$2,500.00) due and payable
 One Hundred Thirteen and 07/100 (\$113.07) Dollars on the 24th day of June, 1974, and
 One Hundred Thirteen and 07/100 (\$113.07) Dollars on the 24th day of each and every
 succeeding month thereafter until paid in full, said payments to be applied first to interest
 and then to the remaining principal balance due from month to month
 with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: monthly

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: my undivided one-half interest in and to the following described property:

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, in Greenville Township, lying south of Hampton Avenue Extension, and more particularly described as follows:

BEGINNING at an iron pin on the southwest corner of a lot now or formerly owned by E. O. Couch, which point is 150 feet south of Hampton Avenue Extension and runs thence S. 18-45 W. 109 feet to a stake on a 10-foot alley; thence along the line of said alley, S. 80-15 E. 229 feet, more or less, to an iron pin at old corner; thence N. 10-25 E. 69 feet, more or less to old corner; thence along the rear line of lots fronting on Hampton Avenue Extension, N. 74 W. 211.15 feet to the beginning .

Together with the right and privilege to the mortgagee, his heirs or assigns, of the use of a certain alley 10 feet in width running along the south side of the lot hereinabove conveyed and also the right and use to another alley (now known as Barton Alley), which alley runs from Kelly Avenue and joins the second alley above described and the last mentioned alley runs approximately N. 81-15 W. , it being the intention of the mortgagor to give the mortgagee all rights and privileges which he has to the joint use of said alleys running into said property from Kelly Avenue, and it is also understood and agreed that the mortgagee's right and privilege to the use of said alley is subject to and in conformity with the right and privilege of other adjacent property owners.

Together with the right and privilege to the use of three short but connecting alleys described in the deed of Mrs. Gertrude S. Sloan to P. C. Gregory dated October 28, 1950, recorded in Deed Book 422, page 246.



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 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.

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