

MORTGAGE OF REAL ESTATE

BOOK 1424 PAGE 114

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

address of mortgagor
35 North Avondale Drive
Greenville, S. C. 29609
WHEREAS, Spencer A. Goad

(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 **three thousand and no/100**----- Dollars (\$ **3,000.00**) due and payable as follows: \$100.00 on March 21, 1978; \$100.00 on April 21, 1978; and \$150.00 on the 21st day of each and every month thereafter until paid in full,

with interest thereon from **this date** at the rate of **nine** per centum per annum, to be ~~xxx~~ computed **annually in advance and paid monthly as part of the monthly 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 Mortgagee 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**, and in **Greenville Township**, being known and designated as **Lots Nos. 1 and 2** of "Property of J. W. Hudgens and L. P. Langston" according to plat made by M. H. Woodward, R. E. in July, 1946, and recorded in the R. M. C. Office for Greenville County in Plat Book B at page 47, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Oak Street and Hill Top Street at the corner of Lot No. 2, and running thence with Oak Street, N. 48-15 E. 144 feet to an iron pin at the corner of Lot No. 2 and Lot No. 3; thence S. 41-45 E. 121.5 feet to an iron pin at the joint rear corner of Lot No. 3 and Lot No. 1; thence S. 48-15 W. 144 feet to an iron pin; the front corner of Lot No. 1 facing Hill Top Street; thence along Hill Top Street, N. 41-45 W. 121.5 feet to an iron pin at the intersection of Oak Street, the point of beginning.

This is the same property conveyed to Spencer A. Goad by deed of Horace L. Mauldin, dated April 1, 1966, and recorded April 1, 1966, in the R. M. C. Office for Greenville County in Deed Book 795 at page 302.

This mortgage also covers the following described four house trailers or mobile homes which are located on the two lots above described: one Duke, Serial No. 59388, Title No. 7649686, body style M. H., year 1964; one Marlette, Serial No. 62-50FKK50235, Title No. 8360130, Body Style MBH, year 1965; one ~~Merri~~ Detroit, Serial No. FD54-3F1ODRHG1693, S. C. Title No. 7649685, body style HT, Model Number 54X10, year 1964; and one 1960 New Moon, 10' by 50' with three rooms built on which are 10' by 50' all of which is a part of the premises described herein.

This is a first mortgage on the above described house trailers or mobile homes.

This is a second mortgage on the above described real estate, and is junior in lien to that mortgage given by mortgagor herein to the mortgagee herein in the original sum of \$3,000.00, dated December 19, 1977, and recorded December 22, 1977, in the R. M. C. Office for Greenville County in Mortgage Book 1419 at page 426.

I further agree to pay a late charge of five per cent of any payment made more than fifteen days late.

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 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 who may ever lawfully claim the same or any part thereof.

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