

JAMES D. MCKINNEY, JR.
ATTORNEY-AT-LAW
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE -
Address of Mortgagee:
35 North Avondale Drive
Greenville, S. C. 29609

MORTGAGE OF REAL ESTATE

BOOK 1499 PAGE 951

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, D. B. Alexander

(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 **forty-eight hundred and no/100**-----

-----Dollars (\$ 4,800.00) due and payable
at the rate of \$175.00 per month hereafter until paid in full, the first
payment to be due April 26, 1980, and the remaining payments to be due
on the 26th day of each and every month thereafter until paid in full,

with interest thereon from **this date** at the rate of **fifteen** per centum per annum, to be ~~xxx~~ **computed annually**
in advance and paid monthly as part of the \$175.00 monthly 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, being shown as Lot No. 1, Block 12

of Judson Hill, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book X at page 153, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a point on the east side of Second Avenue, at the joint front corner of Lots Nos. 1 and 2, and running thence with Second Avenue N. 5-36 E. 64.6 feet; thence S. 84-24 E. 58.8 feet; thence S. 59-30 E. 89.8 feet; thence S. 11-56 W. 26.8 feet; thence N. 84-24 W. 137.4 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Lewis M. Gillespie recorded in the R. M. C. Office for Greenville County in Deed Book 915 at page 633; said deed being dated May 21, 1971, and said deed having been recorded in said office on May 21, 1971.

The mortgagor herein agrees to pay a late charge of five per cent of the amount of any payment paid more than ten 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 whomsoever lawfully claiming the same or any part thereof.

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