

Address of mortgagee: 1523 West 117
35 North Avondale Drive
Greenville, S. C. 29609

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.
3 52 PM '80
WANKERSLEY
R.M.C.

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

WHEREAS, I, Johnnie F. Lanford

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 **sixty-eight thousand and no/100**-----

----- Dollars \$ 68,000.00 due and payable
at the rate of \$936.77 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal; the first payment to be due on December 1, 1980, and the remaining payments to be due on the first day of each and every month thereafter until paid in full,

with interest thereon from this date at the rate of eleven per centum per annum, to be paid: monthly.
The promisor reserves the right to anticipate payment in any amount at any time without penalty.

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 Mortgagor 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: **his heirs 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 Austin Township, and having the following metes and bounds, to-wit:

BEGINNING in center of Pelham and Batesville Road; thence N. 1 W. 10.17 to iron; thence N. 71 E. 1.52 to stone at branch; thence down branch N. 80 E. 3.90 to stone; thence S. 82 3/4 E. 5.30 to center of branch of Gildn Creek; thence down branch as line S.32 1/2 E. 4.95 to center of concrete bridge in road; thence along said road, S. 53 W. 14.35 to the beginning corner and containing 9 1/2 acres, more or less; less .68 acres conveyed to Mayes R. Altom and Etta J. Altom by deed dated July 26, 1947, and recorded in the R. M. C. Office for Greenville County in Deed Book 316 at page 73.

The above described property is subject to easements and /or rights of way of record in the R. M. C. Office for Greenville County, S. C. being recorded as follows: Deed Book 293 at page 188; Deed Book 901 at page 593; Deed Book 828 at page 519; Deed Book 927 at page 239; and deed Book 1040 at page 854.

Said property is also subject to right of way of said Pelham and Batesville Road (also known as East Butler Road).

This is a purchase money mortgage and the above described property is the same property conveyed to the mortgagor this date by deed of the mortgagee herein to be recorded herewith.

This is the same property conveyed by deed of Mortgagee and recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
TAX \$ 27.20

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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