

MORTGAGE OF REAL ESTATE

Address of Mortgagee:
35 North Avondale Drive
Greenville, S. C. 29609

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
FEB 2 3 02 PM '81
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James David McKinney, Jr.

(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 five thousand and no/100-----

----- Dollars (\$ 5,000.00) due and payable at the rate of \$180.77 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 March 1, 1981, and the remaining payments to be due on the first day of each and every month thereafter until paid in full; with the right to anticipate payment in full at any time without penalty, with interest thereon from this date at the rate of eighteen 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:

"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 the City of Greenville, on Lander Street, and being known and designated as Lot No. 108 (one hundred and eight) as shown on plat of subdivision known as College Heights, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book "P" at page 75, and having the following metes and bounds according to said plat:

BEGINNING at an iron pin on Lander Street at the joint front corner of Lots Nos. 107 and 108, which iron pin is 72 feet from iron pin at the corner of Lander Street and Fisher Drive; and running thence along Lander Street, N. 9-12 W. 72 feet to iron pin at the corner of Lots Nos. 108 and 109; thence along the line of Lot No. 109, N. 80-48 E. 155 feet to iron pin; thence S. 9-12 E. 72 feet to iron pin at rear corner of Lot No. 107; thence along the line of Lot No. 107, S. 80-48 W. 155 feet to the beginning corner.

The above described property is the same property conveyed to the mortgagor herein by deed of Carl E. Kinble dated November 24, 1961 and recorded November 24, 1961 in the R. M. C. Office for Greenville County in Mortgage Book 687 at page 124.

This is a second mortgage and is junior in lien to that mortgage on the above described property given by the mortgagor herein to Canal Insurance Company, said mortgage being dated November 24, 1961 and recorded November 24, 1961, in the R. M. C. Office for Greenville County in Mortgage Book 875 at page 109.

Mortgagor agrees to pay a late charge of five per cent of the amount of any payment made more than ten days late.

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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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