

MORTGAGE OF REAL ESTATE

200: 1561 PAGE 71

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
JAN 24 PM '82
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SHERSLEY

WHEREAS, Kenneth R. Spooner

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bobby Joe Collins

(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 Eighteen Thousand and No/100-----
-----Dollars (\$ 18,000.00) due and payable

AS STATED IN NOTE OF EVEN DATE.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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, the Mortgagee's heirs, 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 known and designated as Lot No. 133, Drury Lane and shown on a plat of Eastdale Development of record in the RMC Office for Greenville County in Plat Book YY, Pages 118 and 119, reference to said plat being craved for a metes and bounds description.

This being the same property acquired by the Mortgagor by deed of Lynn T. Spooner dated December 15, 1981 and recorded in the RMC Office for Greenville County in Deed Book 1159 at Page 586 on December 17, 1981.

This is a second mortgage, junior in lien to that certain mortgage to Thomas & Hill, Inc. having a present balance of \$18,000.00 and being recorded in Mortgage Book 1204 at Page 159, RMC Office for Greenville County.

Mortgagee's Mailing Address: 106 Augusta Street
Greenville, S. C.

DOCUMENTARY
STAMP
JAN 24 1982

1081051 8 000 8 15601801

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 is 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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