

MAR 15 11 26 AM 1962

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARNWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 884 PAGE 353

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, Henry J. Whitfield and Josephine A. Whitfield

(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 one hundred and sixty-five dollars Dollars (\$ 165.00) due and payable

in eleven monthly payments of \$15.00, the first payment to be due March 23, 1962, and the remaining payments to be due on the 23rd day of each and every month thereafter until paid in full,

maturity

with interest thereon from ~~date~~ at the rate of SEVEN 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, being known and designated as Lot No. 104 on a plat of Parker Heights recorded in the R. M. C. Office for Greenville County in Plat Book "P" at page 43, and having the following metes and bounds:

BEGINNING at an iron pin on the East side of Marion Road, joint corner of Lots Nos. 103 and 104, and running thence with the line of Lot No. 103, S. 59-15 E. 150 feet to an iron pin; thence N. 30-45 E. 50 feet to an iron pin, joint rear corner of Lots Nos. 104 and 105; thence with the line of Lot No. 105, N. 59-15 W. 150 feet to an iron pin on the East side of Marion Road; thence with Marion Road, S. 30-45 W. 50 feet to an iron pin, the beginning corner.

This is a second mortgage and junior in lien to that of First Federal Savings and Loan Association.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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; if 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.