

GREENVILLE  
MAY 23 20 PM 1962  
O.L.E. R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Orville J. Hemberger and Juanita H. Hemberger

(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 thirty-five hundred and fifty-six and 80/100 dollars  
Dollars (\$ 3,556.80 ) due and payable

at the rate of \$50.00 per month until paid in full, the first payment to be made on April 10, 1962, and the remaining payments to be due on the 10th day of each and every month thereafter until paid in full,

with interest thereon from date at the rate of Six per centum per annum, to be computed annually in advance and paid monthly as part of the \$50.00 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, State of South Carolina, on the eastern side of the Greenville to Sandy Flat Road in O'Neal Township, near Jackson Grove Methodist Church, and being part of Tract No. 1 on plat of Charles Gilreath Estate, made by H. S. Brookman, September 5, 1934, and according to said plat having the following metes and bounds:

BEGINNING at an iron pin in said road, corner of property now or formerly owned by Jake Rollins, and running thence with said road, S. 3-20 W. 200 feet to bend; thence S. 3-10 E. 111 feet to center line in said road; thence N. 81-15 E. 1412 feet to a center line in Enoree River; thence up said river, N. 54-47 W. 260 feet to bend; thence N. 84-10 W. 69 feet to bend; thence N. 47-10 W. 100 feet to bend; thence S. 69 W. 77 feet to bend; thence N. 11-15 W. 300 feet to bend; thence N. 58-30 W. 100 feet to center line in said river, Rollins corner; thence with his line S. 60-58 W. 924 feet to the beginning corner, containing 12 acres, more or less; LESS HOWEVER, one acre heretofore conveyed by deed recorded in Deed Book 476, page 235; and 3.8 acres conveyed by deed recorded in Deed Book 593, page 312, leaving 7.2 acres, more or less.

The above described property is more recently described according to plat of same by Terry Dill, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book AAA, at page 67.

This is a purchase money mortgage and the above described property is the same conveyed to the mortgagors by the mortgagee by deed this date.

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; 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.

*paid in full and satisfied this  
29th day of January, 1963.*

*Charles J. Spillane*

*Witnessed:*

*Maradine Wedel*

SATISFIED AND CANCELED OF RECORD

30 DAY OF Jan. 1963  
*Charles J. Spillane*

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 4:00 O'CLOCK P.M. NO. 19267