

FILED
GREENVILLE CO. S. C.
OCT 23 3 25 PM 1963
CLERK

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Claude W. Spoon and Peggy J. Spoon

(hereinafter referred to as Mortgagor) is well and truly indebted unto Julius R. Minix

(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 Two Thousand Three Hundred and No/100-----

-----Dollars (\$ 2, 300. 00) due and payable

\$500.00 by January 1, 1964 and thereafter payable \$40.00 on the first day of each month beginning January 1, 1964,

~~with interest thereon from date to date of XXXXXXXX not to exceed XXXXXXXX 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, 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, Greenville Township, lying and being on the South side of Eleventh Street, in Section No. 5 of Judson Mill Village, in the said County and State, being known and designated as Lot No. 87, as shown on plat of Section No. 5 of Judson Mill Village, made by Dalton & Neaves, Engineers, in February, 1940, which plat recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "K", at Page 33 and 34, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Eleventh Street, joint corner of Lots Nos. 87 and 88, said pin also 232.6 feet West from the Southwest corner of the intersection of Eleventh Street and Honour Street and running, thence with the lines of Lot No. 88, S. 1-55 E. 160 feet to an iron pin; thence S. 88-05 W. 70 feet to an iron pin; thence with the line of Lot No. 86, N. 1-55 W. 160 feet to an iron pin on the South side of Eleventh Street; thence with the South side of Eleventh Street, N. 88-05 E. 70 feet to the beginning corner.

This being the same property conveyed unto the Mortgagors herein by deed of even date to be recorded herewith.

This is a purchase money mortgage.

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.

Satisfied and cancelled this 5th day of September 1967.

*Julius R. Minix
witness John P. Mann*

SATISFIED AND CANCELLED OF RECORD
5 DAY OF Sept. 1967
Ellie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:07 O'CLOCK P. M. NO. 6879