

STATE OF SOUTH CAROLINA

MAY 28 11 52 AM 1968

BOOK 1093 PAGE 437

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

CLERK OF COURTS

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Lillie Mae Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles J. Spillane, his heirs and assigns forever

(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

Eighty-Eight Hundred----- Dollars (\$ 8800.00 ) due and payable in the following manner: \$20.00 per week, the first \$20.00 weekly payment being due May 22, 1968 and the remaining \$20.00 weekly payments being due each and every Wednesday thereafter

with interest thereon from date at the rate of seven per centum per annum, to be paid: As part of the Weekly 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, City of Greenville, on the South side of McKay Street (Woodfin Avenue), and being known and designated as Lot No. 7 on Plat of property of James Birnie, which is recorded in the R.M.C. Office for Greenville County in Plat Book "C" at Page 200, and having according to said Plat the following metes and bounds, to wit:-

BEGINNING at an iron pin on the South side of McKay Street (Woodfin Avenue), corner of Lot No. 8, which corner is 120 Ft. in an easterly direction from the Southeastern intersection of McKay Street and Burns Street, and running thence along the South side of McKay Street N. 86-15E. 50 Ft. to an iron pin at the corner of Lot No. 6; thence along the line of Lot No. 6 S. 3-15E. 170 Ft., 1 inch to an iron pin on the North side of Wilkins Street, also corner of Lot No. 6; thence along the North side of Wilkins Street S. 87-35W. 50 Ft. to an iron pin at the corner of Lot No. 8; thence along the line of Lot No. 8 N. 3-15W. 169 Ft., 11 Inches to the BEGINNING corner.

Together with all and singular rights, members, herditaments, 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.

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