

FILED
GREENVILLE CO. S. MORTGAGE OF REAL ESTATE
GREENVILLE
JAN 3 1973
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TINKERSLEY
R.H.C.

WHEREAS, We, Jewell H. Burnett and Clyde F. Burnett

(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

Four Thousand Two Hundred Thirty-Seven & 81/100----- Dollars (\$4,237.81) due and payable in the following manner: \$13.50 per week, the first \$13.50 weekly payment being due January 6, 1973 and then \$13.50 each and every Saturday thereafter until paid in full

to be computed on the unpaid balance with interest thereon from date at the rate of eight, per centum per annum, to be paid as part of the weekly payments.

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, near the City of Greenville, and being more particularly described as Lot No. 103, Section 1, as shown on a plat entitled " Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville, S. C." made by Dalton & Neves, July 1950, recorded in the REC Office for Greenville County, South Carolina, in Plat Book Y at pages 26-31, inclusive, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Third Avenue, joint front corner of Lots Nos. 103 and 104; and running thence along the joint line of said lots N. 48-55 E. 100 feet to an iron pin, joint rear corner of Lots Nos. 103, 104, 122 and 123; thence along the joint line of Lots Nos. 103 and 123 N. 45-15 W. 75 feet to an iron pin, joint rear corner of Lots Nos. 102, 103, 123 and 124; thence along the joint line of Lots Nos. 102 and 103 S. 48-55 W. 100 feet to an iron pin on Third Avenue; thence along the Northeastern side of Third Avenue S. 41-15 E. 75 feet to an iron pin, the point of BEGINNING.

This is a purchase money mortgage.

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.