

DEC 9 3 12 PM '62
ATTORNEY AT LAW

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

BONNIE S. TANNERSLEY MORTGAGE OF REAL ESTATE
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Ruby Nell Ware and Levis John Wilton Ware

hereinafter referred to as Mortgagor) is well and truly indebted unto Charles J. Spillane and Sara Burriss Cleveland, individually and as Executrix of the Estate of Jeremiah R. Cleveland

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 and no/100-----

----- Dollars \$ 2,000.00 ----- due and payable
at the rate of \$100.00 per month until paid in full, the first payment to be due one month from this date, and the remaining payments to be made on the same day of each and every month thereafter until paid in full, with the right to anticipate payment in full at any time without penalty,

with interest thereon from date at the rate of nine per centum per annum, to be ~~xxx~~ computed annually in advance and paid monthly as part of the \$100.00 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:

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"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. 2 on plat of property of Mary D. Locke and J. D. Locke, plat made by Pickell and Pickell, Engineers, on December 13, 1948, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book V, at page 11, and having the following metes and bounds, according to said plat:

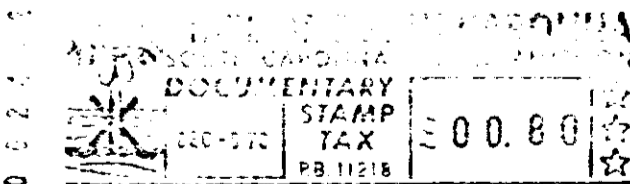
250M

BEGINNING at an iron pin on the western side of Parker Alley at the joint front corner of Lot No. 1 and 2 and running thence along the line of Lot No. 1, N. 79-40 E. 74.6 feet to a point; thence along the line of Lot No. 1, S. 63-17 E. 9 feet to a point on Parker Street; thence along Parker Street, N. 46-43 E. 10 feet; thence N. 1-25 E. 30.8 feet to an iron pin at the rear corner of Lot No. 3; thence along the line of Lot No. 3, N. 88-00 W. 84.2 feet to an iron pin on the western side of Parker Alley; thence along Parker Alley, S. 1-07 W. 46 feet to the point of beginning.

This is a purchase money mortgage and the above described real estate is the same conveyed to the mortgagors by the mortgagees by deed to be recorded herewith.

This is the same property conveyed to J. R. Cleveland and Charles J. Spillane by deed of E. Inman, Master for Greenville County, dated August 6, 1962, and recorded September 28, 1962 in the R. M. C. Office for Greenville County in Deed Book 707 at page 471.

Jeremiah R. Cleveland died in 1973. His will is on file in the Office of the Probate Court for Greenville County, S. C. in Apt. 1302, File 9.



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