

FILED

MORTGAGE OF REAL ESTATE - Address of mortgagee:
35 North Avondale Drive
Greenville, S. S. 29609
MORTGAGE OF REAL ESTATE

VOL 118 PAGE 571
JAMES D. MCKINNEY, JR.
ATTORNEY-AT-LAW

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE, CO. S. C.
FEB 28 3 02 PM '79
DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Grady P. Seagraves and Judy S. Seagraves

(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 **forty-two hundred and fifty-five and no/100**-----

----- Dollars (\$ 4,255.00) due and payable

at the rate of \$150.00 per month hereafter until paid in full, the first payment to be due March 16, 1979, and the remaining payments to be due on the 16th day of each and every month thereafter until paid in full,

with interest thereon from **this date** at the rate of **nine** per centum per annum, to be ~~paid~~ computed annually **in advance and paid monthly as part of the monthly payments of \$150.00.**

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, near Judson Mills and being known and designated as Lot No. 81 according to plat of property of Pride and Patton Land Company, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book E at page 249, said lot having a frontage of 50.95 feet on the south side of Goodrich Street, a depth in parallel lines of 208.4 feet along its eastern side and 203.5 feet on the western side and being 50.24 feet wide at the rear.**

ALSO: All that piece, parcel or lot of land in the State of South Carolina, County of Greenville, Greenville Township, being a small portion of the northeast side of Lot 80 as shown on a plat of the Pride and Patton Land Company recorded in Plat Book E at page 249, and being more particularly described according to a survey prepared by J. C. Hill on June 8, 1953 and revised October 13, 1954 as follows:

BEGINNING at an iron pin on the south side of Goodrich Street at the joint front corner of Lots 80 and 81, and running thence with the joint line of said lots, S. 36-15 W. 94.3 feet to an iron pin; thence on a new line through Lot No. 80, N. 33-05 E. 65.4 feet to an iron pin; thence still through Lot No. 80, N. 41-10 E. 28.5 feet to an iron pin on the South side of Goodrich Street; thence with said street S. 64-49 E. 5 feet to the point of beginning.

This is a purchase money mortgage.

The above described property is the same conveyed to the mortgagors herein by the mortgagee herein by deed dated this date and to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDS AND CLERK
STAMP
TAX
PR. 11218
0172

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 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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