JAMES D. McKINNEY, JR. MORTGAGE OF REAL ESTATE - 35 North Avondale Drive ATTORNEY - AT - LAW

Address of mortgagee: Greenville, S. C. 29609 300/1420 361447

STATE OF SOUTH CAROLINA STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. We, Steve F. Carver and Sandra E. Carver

(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 sixty-three hundred and thirty-seven and 91/100-----Dollars (\$ 6,337.91) due and payable at the rate of \$25.00 per week hereafter until paid in full, the first payment to be due Friday September 14, 1979, and the remaining payments to be due on each and every Friday thereafter until paid in full,

with interest thereon from this date at the rate of nine per centum per annum, to be xxxxx computed annually in advance and paid weekly as part of the \$25.00 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:

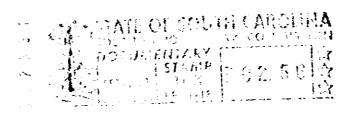
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, and in Greenville Township, being known and designated as Lot No. 91 (ninety-one) of Section 3, as shown on plat entitled "Subdivision for Victor- Monaghan Mills, Greenville, S. C.", a plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book S, at pages 179-181, inclusive. Said lot is also known as 31 Donaldson Street and fronts thereon 75 feet.

This is a purchase money mortgage and the above described property is the same conveyed to the mortgagors by the mortgagee by deed dated this date and to be recorded herewith.

It is further agreed that the mortgagors will pay a late charge of 5% of any payment paid more than ten days late.

It is further agreed that all of the 1979 Greenville County property tax on the above described property will be paid by the mortgagors.



Together with all and singular rights, members, hereditainents, 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 rich 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 heireinabove described in ree 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 whomseever lawfully claiming the same or any part thereof.