

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
NO. S. C.
OCT 22 AM '80
WILKINS & WILKINS
ATTORNEYS AT LAW
GREENVILLE, S. C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, CHARLES C. MAGILL and KATHARINE K. MAGILL

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN M. FLYNN

(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

TWENTY EIGHT THOUSAND ----- Dollars (\$ 28,000.00) due and payable six months from date or when the house on the mortgaged property is sold, whichever comes first

with interest thereon from not applicable at the rate of _____ per centum per annum, to be paid:

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, the Mortgagee's heirs, 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, in the Town of Simpsonville, being shown and designated as Lot No.153, Section III of Poinsettia Subdivision as shown on plat prepared by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County in Plat Book PPP page 141. Reference to said plat is hereby craved for a more particular description thereof.

This is the same property conveyed to mortgagors by Ronnie G. Hart and Vickie S. Hart by deed dated Oct. 10, 1979 recorded Oct. 11, 1979 in deed vol. 1113 page 427 of the RMC Office for Greenville County, S. C.

RECORDED
IN THE
OFFICE OF THE
CLERK OF THE
SOUTH CAROLINA
DOCUMENTARY
STAMP
NOV 11 1980

Mortgagee's address:
106 W. Stone Avenue
Greenville, S. C. 29609

10319 089100

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 is 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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