

MORTGAGE OF REAL ESTATE

Address of mortgagee:
35 North Avondale Drive
Greenville, S. C. 29609

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE
TO WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, I, James R. Clardy, Jr.

(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 twelve thousand and five hundred and no/100----- Dollars (\$ 12,500.00) due and payable as follows: \$110.00 per month to be paid on interest, the first payment to be due April 9, 1981, and \$110.00 per month to be paid on interest on the 9th day of each and every month thereafter through and including February 9, 1982, with the remaining balance of principal and interest to be due on March 9, 1982, and with the right to anticipate payment in full at any time, with interest thereon from this date at the rate of fifteen per centum per annum, to be computed annually and paid monthly at the rate of \$110.00 as shown above and at maturity
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. 84 in a subdivision known as Dixie Heights, according to plat thereof made by C. M. Furrar, Engineer, January 14, 1927 and recorded in the R. M. C. Office for Greenville County in Plat Book H at page 46, reference to said plat being hereby made for a more complete description.

ALSO: All that piece, parcel or lot of land known as a 10-foot strip off of Lot No. 85 on Lowndes Avenue, formerly the property of R. J. Rowley, known as Dixie Heights, and described as follows:

BEGINNING at an iron pin at corner of Lots 84 and 85 and running thence along Lowndes Avenue N. 43-12 E. 10 feet to an iron pin; running thence N. 46-48 W. 160 feet to a point in line of Lot 78; thence continuing along the back line of Lot 78, S. 43-12 W. 10 feet to an iron pin; running thence along the joint line of lots 84 and 85, S. 46-48 E. 150 feet to the point of beginning, and being known and designated as a 10 foot strip of Lot No. 85.

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

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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.

DO 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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