

JAMES D. MCKINNEY, JR.
ATTORNEY-AT-LAW
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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

MORTGAGE OF REAL ESTATE

BOOK 1537 PAGE 366

CO. S. C.
APR 28 PH '81
M.C. WHERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Eddie H. Wooten

(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 ten thousand and five hundred and no/100-----

----- Dollars (\$10,500.00) due and payable at the rate of \$140.00 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal; the first payment to be due May 2, 1981 and the remaining payments to be due on the second day of each and every month thereafter until paid in full,

with interest thereon from this date at the rate of twelve per centum per annum, to be paid: monthly

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, in Greenville Township, State of South Carolina, on the Southeast side of May Avenue in the City of Greenville, shown as Lot No. 4 on a plat of the property of Barmore Realty Company, made by J. C. Hill, L. S., recorded in the R. M. C. Office for Greenville County in Plat Book V at page 153, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the Southeast side of May Avenue, approximately 87 feet Northeast from Pinokney Street, at corner of property of Nina C. Hanvey and running thence with line of said lot, S. 32-30 E. 57.5 feet to a stake; thence N. 57-30 E. 60 feet to a stake; thence N. 32-30 W. 57.5 feet to a stake on May Avenue; thence with the Southeast side of May Avenue, S. 57-30 W. 60 feet to the beginning corner.

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

Mortgagor also agrees to pay a late charge of five per cent of the amount of any payment paid more than ten days late.

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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.

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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