

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
MORTGAGE OF REAL ESTATE

APR 22 3 19 PM '81  
DONNIE S. TANKERSLEY  
R.M.C.

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

MORTGAGE OF REAL ESTATE

BOOK 1538 PAGE 997

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Apex Enterprises, a Partnership

(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 two hundred and fifty and no/100-----

----- Dollars (\$ 12,250.00 ) due and payable  
as follows: \$150.00 per month with payments to be applied first to interest and the balance to principal, the first payment to be due on May 22, 1981, and the remaining payments to be due on the 22nd day of each and every month thereafter through and including March 22, 1982, with the remaining balance to be due on April 22, 1982,  
with interest thereon from this date at the rate of 13.75 per centum per annum, to be paid: monthly 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: Mortgagee shall have

the right to anticipate payment in full at any time.

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 described as follows:

All that piece, parcel or lot of land with improvements thereon, lying and being near the City of Greenville, in Greenville County, State of South Carolina, and being more particularly described as Lot NO. 25, Section 1 as shown on a plat entitled " Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville S. C. ", made by Dalton & Neves, Engrs., in July 1950 and recorded in the R. M. C. Office for Greenville County in Plat Book "Y" at pages 26-31, inclusive. Said lot is also known as No. 26 First Avenue and fronts thereon 69 feet.

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.

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

THIS IS A PURCHASE MONEY MORTGAGE

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STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP TAX  
\$ 04.92  
APR 22 1981

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.

GREENVILLE OFFICE SUPPLY CO., INC.

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