JAMES D. McKINNEY, JR.

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

ATTORNEY-AT-LAW, SEF 20 2 15 PH 182 MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

R. M. C. ANN ERSLEY ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, J. C. Bennett and Janie W. Bennett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles J. Spillane and D. J. Hannon

(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 thirty-nine hundred and twenty-eight and 41/100-----
Dollars (\$ 3,928.41) due and payable

as follows: \$85.00 on the 7th day of October, 1982, and \$85.00 on the 7th day of each and every month thereafter until paid in full,

with interest thereon from this date at the rate of nine per centum per annum, to be XXX COMPUTED annually in advance and paid monthly as part of the monthly payment of \$85.00 WHEREAS, the Mortgagor may be reafter 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 of that certain lot of land with the buildings and improvements thereon in Greenville Township, Greenville County, State of South Carolina, on the north side of Ninth Street in Section No. 5 of Judson Mills Village, being known and designated as Lot No. 13 as shown on plat of Section No. 5 of Judson Mills Village, made by Dalton and Neves, Engineers in Pebruary, 1940, which said plat is recorded in the R. M. C. Office for Greenville County in Plat Book K at pages 33 and 34, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of Nime Ninth Street and Newbert Avenue, and running thence with the west side of Newbert Avenue, N. 1-55 W. 80 feet to an iron pin; thence with the rear line of Lot No. 11, S. 88-23 W. 72 feet to an iron pin; thence with the line of Lot No. 14, S. 1-55 E. 80 feet to an iron pin on the north side of Ninth Street; thence with the north side of Ninth Street, N. 88-23 E. 72 feet to the beginning corner.

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

Mortgagors agree to carry at least \$6,000.00 fire and extended coverage insurance on the dwelling on said property.

This is a purchase money mortgage and the above described property is the same property conveyed to the mortgagers by the mortgagees by deed to be recorded herewith.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertuning, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting futures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such futures and equipment, other than the Dusual 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 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 whomseever lawfully claiming the same or any part thereof.

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GREENVILLE OFFICE SUPPLY CO. INC.

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