

MORTGAGE OF REAL ESTATE

Address of Mortgagee:  
2 35 North Avondale Drive  
Greenville, S. C. 29609

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED  
GREENVILLE S.C.  
JAN 13 3 08 PM '84  
DONNIE R.M.C.

MORTGAGE OF REAL ESTATE

REC. 101 12-358

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, James David McKinney, 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 two thousand and no/100-----

-----Dollars (\$ 2,000.00 ) due and payable on January 17, 1984, with the right to anticipate payment in full at any time without penalty;

with interest thereon from this date at the rate of eighteen per centum per annum, to be paid 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 the City of Greenville, on Lander Street, and being known and designated as Lot No. 108 ( one hundred and eight ) as shown on plat of subdivision known as College Heights, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book "P" at page 75, and having the following metes and bounds according to said plat:

BEGINNING at an iron pin on Lander Street at the joint front corner of Lots Nos. 107 and 108, which iron pin is 72 feet from iron pin at the corner of Lander Street and Fisher Drive; and running thence along Lander Street, N. 9-12 W. 72 feet to iron pin at the corner of Lots Nos. 108 and 109; thence along the line of Lot No. 109, N. 80-48 E. 155 feet to iron pin; thence S. 9-12 E. 72 feet to iron pin at rear corner of Lot No. 107; thence along the line of Lot No. 107, S. 80-48 W. 155 feet to the beginning corner.

The above described property is the same property conveyed to the mortgagor herein by deed of Carl E. Kimble, dated November 24, 1961 and recorded in the R. M. C. Office for Greenville County on November 24, 1961 in Deed Book 687 at page 124.

This mortgage is junior in lien to that mortgage on the above described property given by the mortgagor herein to Canal Insurance Company, said mortgage being dated November 24, 1961 and recorded on November 24, 1961, in the R. M. C. Office for Greenville County in Mortgage Book 875 at page 109.

This mortgage is also junior in lien to that mortgage given to Charles J. Spillane by the mortgagor herein in the original sum of \$6,000.00; said mortgage being dated October 6, 1982 and recorded on January 11, 1983 in the R. M. C. Office for Greenville County in Mortgage Book 1591 at page 504.

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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 come or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fixed 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore described in fee simple absolute, that it has good right and is lawfully authorized by all owners to encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof

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