

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

MORTGAGE OF REAL ESTATE

Address of Mortgagee: 1631 PAGE 330
35 North Avondale Drive
Greenville, S. C. 29609

FILED MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 18 3 20 PM '83

DONNIE S. WISLEY
R.M.C.

WHEREAS, Samuel G. Rorex

(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 **seventy-two hundred and fifty and no/100** Dollars (\$ **7,250.00**) due and payable at the rate of **\$125.00** 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 November 12, 1983, and the remaining payments to be due on the 12th 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, and described as follows:

All of that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on Vance Street in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 35 on plat of W. M. Norwood known as Norwood Heights, made by J. N. Southern, Surveyor, dated October 9, 1906, and recorded in the R. M. C. Office for Greenville County in Plat Book A at page 133. Said lot has a frontage of 50 feet on Vance Street, and is 150 feet deep.

The above described property is the same property conveyed to the mortgagor by the mortgagee by deed dated this date and to be recorded herewith.

The mortgagor herein 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.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP TAX
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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.

GREENVILLE OFFICE SUPPLY CO. INC.

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