

## MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

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WHEREAS, Harold E. Spearman

(hereinafter referred to as Mortgagor) is well and truly indebted unto Atlanta Postal Credit Union

(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 Thirteen Thousand and no/100-----

Dollars (\$ 13,000.00 ) due and payable

no later than October 19, 1990

with interest thereon from November 19, 1984 rate of 15% 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,

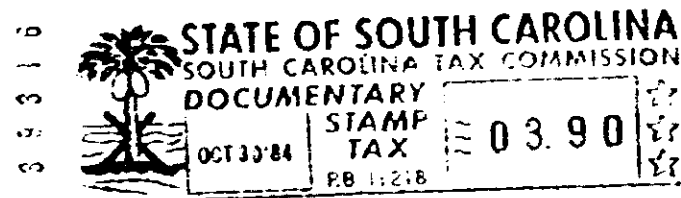
ALL that lot of land in Greenville County, State of South Carolina, on the northern side of Rodney Avenue, near the City of Greenville, being shown as Lot #38 on a plat of the property of J. P. Rosamond, recorded in Plat Book H at Pages 185 and 186 and according to a more recent survey prepared by J. C. Hill is described as follows:

BEGINNING at an iron pin on the northern side of Rodney Avenue, 487.5 feet east from West Decatur Street, at the corner of Lot #37, and running thence with the northern side of said Avenue, S. 64-45 E. 60 feet to iron pin at the corner of Lot #39; thence with the line of said Lot, N. 25-15 E. 160 feet to iron pin; thence N. 64-45 W. 60 feet to pin at corner of Lot #37; thence with the line of said lot, S. 25-15 W. 160 feet to the beginning corner.

THIS conveyance is subject to all easements, restrictions, rights-of-way, roadways, or other matters which may appear by examination of the public record or the premises herein.

THIS is the same property conveyed to the Mortgagor herein by deed of F. C. Painter, recorded in the RMC Office for Greenville County in Deed Book 666, page 22 on January 5, 1961.

THE Grantee herein being a corporation operated for the benefit of its members, it is expressly agreed by and between the parties hereto, that in the event Grantor herein sells, conveys or otherwise transfers title to the above-described property or any interest therein without the prior written consent of Grantee (Atlanta Postal Credit Union) herein, the entire unpaid balance of the principal and interest, at the option of Grantee, shall become immediately due and payable."



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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