

JAMES D. MCKINNEY, JR. MORTGAGE OF REAL ESTATE.
ATTORNEY AT LAW

STATE OF SOUTH CAROLINA } FILED
COUNTY OF Greenville } CC S.C.
22 NOV 1982

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

79 212

MORTGAGE OF REAL ESTATE

BOOK 1562 PAGE 233

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN T. MERSLEY
R.H.C.

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 six thousand and no/100-----

at the rate of \$216.92 per month hereafter until paid in full, payments to along Lender 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. H. C. Office for Greenville on November 24, 1961 in Mortgage Book 687 at page 124.

This is a second mortgage and 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 November 24, 1961, in the R. H. C. Office for Greenville County in Mortgage Book 875 at page 109.

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

*Paid in full and satisfied this 6th day
of October,
1982*

Charles Spillane

Witnessed by: Geraldine Stalch 15931 JAMES D. MCKINNEY, JR.
Together with all and singular rights, members, beneficences, and appurtenances to the same belonging in any way whatever or heretofore and attached, connected, or fixed thereto in any manner, & 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 said page, its heirs, successors and assigns, forever.

The Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same in any part thereof.

GREENVILLE OFFICE SUPPLY CO., INC.

