FILED GREENVILLE CO. S. C.

BOOK 1057 PAGE 469

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

## AUG 25 2 23 PM 1967 MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FACHEWORTH

WHEREAS, We, MARVIN PRICE and SARAH B. PRICE

(hereinafter referred to as Mortgagor) is well and truly indebted un to 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

THIRTY-TWO HUNDRED and TWENTY\*ONE & 11/100---- Dollars (\$ 3221.11 ) due and payable as follows: \$12.50 per week , the first weekly \$12.50 payment to be due June 23,1967, and the remaining \$12.50 weekly payments to be due each and every Friday thereafter until paid in full,

with interest thereon from date at the rate of Seven per centum per annum, to be paidas part of the weekly

Dayment
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 asserted.

"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 on the South side of Tenth Street in Section No.5 of Judson Mill Village, being known and designated as Lot No.51 as shown on Plat of Section No.5 of Judson Mills Village, made by Dalton & Neves, Engineers, in February 1940, which Plat is recorded in the R.M.C.Office for Greenville County in Plat Book "K" at Pages 33 & 34, and having according to said Plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast corner of the intersection of Tenth Street and Neubert Avenue, and running thence with the South side of Tenth Street N. 88-09E. 74 feet to an iron pin on said street at the corner of Lot No.52; thence with the line of Lot No.52, S. 1-55E. 91.23 feet to an iron pin; thence with the rear line of Lot No.66, S. 88-05W. 74 feet to an iron pin on the East side of Neubert Avenue; thence with the East side of Neubert Avenue, N.1-55W. 91.3 feet to the BEGINNING corner.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

SATISFIED AND CANCELLED OF RECORD DAY OF T ! 9 1971

Collie Carmeworth

R. M. C. FOR GREENVILLE COUNTY, & C.

AT 3:23 O'CLOCK S. M. NO. 1129

FOR SATISFACTION TO THIS MORTGAGE SOFT SATISFACTION BOOK 3 PAGE 301