

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

3 } 2 33 PM '71
JOHNIE S. TANKERSLEY
R.I.C.

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

WHEREAS, we, James T. Fox and Lora J. Fox

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles J. Spillane and Sara Burris Cleveland as executrix of the Estate of Jeremiah R. Cleveland

(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-nine hundred and sixteen and no/100-----**

----- Dollars (\$ 3,916.00) due and payable
as follows: \$20.00 on August 9, 1974, and \$20.00 on each and every Friday thereafter until paid in full,

with interest thereon from **date** at the rate of **eight** per centum per annum, to be ~~ann~~ computed annually in advance and paid weekly as part of the \$20.00 weekly payment.

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, being shown as Lot No. 41 on plat of property of H. B. Bates, said plat being recorded in the R. M. C. Office for Greenville County in Plat Book F at page 32, and having the following metes and bounds according to said plat:

BEGINNING at an iron pin on the southerly side of Blackwood Street (formerly Bishop Street) at the joint front corner of Lots Nos. 39 and 41, and running thence with the common line of said lots, S. 48-30 W. 142.5 feet to an iron pin; thence S. 55-40 E. 50 feet to an iron pin, at the rear corner of Lot No. 43; thence N. 48-30 E. 142.5 feet to an iron pin on the southerly side of Blackwood Street; thence with said street, N. 55-40 W. 50 feet to the point of beginning.

This is a purchase money mortgage and the above described property is the same conveyed to the mortgagors this date by the mortgagees herein by deed to be recorded herewith.

We also agree to pay a late charge of five per cent of the amount of any payment delinquent more than fifteen days.

We agree to carry fire and extended coverage insurance on the dwelling on said property in amount of at least \$4,000.00.

Mortgagors to pay property taxes for 1974 on said property and pay all property taxes on said property thereafter,



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 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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