

JAMES D. MCKINNEY, JR.
ATTORNEY-AT-LAW

MORTGAGE OF REAL ESTATE -

Address of mortgagee;
35 north Avondale Drive
Greenville, S. C. 29609

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1481 PAGE 670

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 21 4 13 PM '79

DONNIE RUSSELL

WHEREAS, we, Donnie R. Russell and Gladys C. Russell

(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 sixty-eight hundred and forty-three and 34/100-----

----- Dollars (\$ 6,843.34) due and payable at the rate of \$100.00 per month hereafter until paid in full, the first payment to be due October 20, 1979, and the remaining payments to be due on the 20th day of each and every month thereafter until paid in full,

with interest thereon from this date at the rate of nine per centum per annum, to be paid computed annually in advance and paid monthly as part of the \$100.00 monthly payment,

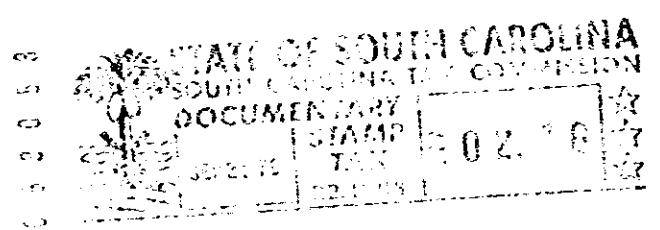
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, near the City of Greenville, and being more particularly described as Lot 119 (one-hundred and nineteen) of Section 1, as shown on a plat entitled "Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville, South Carolina", made by Dalton & Neves, July 1950, and recorded in the R. M. C. Office for Greenville County in Plat Book "Y" at pages 26-31 inclusive. According to said plat, said lot is also known as No. 32 Fourth Avenue and fronts thereon 65 feet.

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

Mortgagors further agree to pay a late charge of 5% of any payment paid more than ten days late.



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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