

MORTGAGE OF REAL ESTATE

FILED

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
DUNNIE S. TARKERSLEY
R.M.C.

WHEREAS, We, J. A. Brown and Grace Brown

(hereinafter referred to as Mortgagor) is well and truly indebted unto City of Greenville, South Carolina

(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 Fifteen Thousand and No/100.....

Dollars (\$ 15,000) due and payable on demand with the maker having 6 months after demand in which to make full payment. This mortgage and the note which it secures is given as a guarantee by the mortgagor that he will perform, pay and comply with all bonds on which he is surety and filed in the Municipal Court of the Mortgagee. The mortgagee at any time may demand that the mortgagor promptly pay any or all bonds which he has signed as surety and filed in the Municipal Court of the Mortgagee. with interest thereon from date at the rate of Seven per centum per annum, to be paid upon demand

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, at the Southeastern corner of the intersection of U. S. Highway No. 29 and Linda Ave., being known and designated as lots Nos. 1 and 2, as shown on plat of Gantt Heights, recorded in the RMC office for Greenville County in Plat Book W at Page 143 and described as follows: BEGINNING at an iron pin at the Southeast intersection of U. S. Highway 51-00W 165.4 feet to an iron pin in line of property now or formerly of Ed Gaines; thence with line of said property S69-12E 130.4 feet to an iron pin; thence with the line of said property, N23-00E 160 feet to an iron pin in South side of Linda Avenue; thence with said Avenue, N70-30W 192 feet to the point of BEGINNING. Being the same property conveyed to the mortgagors by H. E. Hembree and Ray Dempsey.

* Mortgagor can demand payment of this mortgage and the accompanying note by the Mortgagee and any payment made under same shall cause a reduction in the amount of the aggregate bond on file in said Municipal Court. Mortgagee shall be evidenced under payment of this noted and mortgage.

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.