

MORTGAGE OF REAL ESTATE

GREENVILLE S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

JAN '80

MORTGAGE OF REAL ESTATE

1528 778

RSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Lillie M. Harris

(hereinafter referred to as Mortgagor) is well and truly indebted unto The City of Greenville, A Municipal Corporation, Post Office Box 2207, Greenville, South Carolina 29602

(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 Nine Thousand Nine Hundred Seventy and 00/100 Dollars (\$ 9,970.00) due and payable

with interest thereon from 15th day of month after work completed the rate of 3 per centum per annum, to be paid \$96.27 per month (last payment \$96.40)

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 Mortgagee, 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 Mortgagee 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, City of Greenville, on the north side of Perry Avenue, being shown and designated as Lot 3 on Plat of McBee Estates, prepared by Dalton & Neves, Engineers, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the north side of Perry Avenue, joint corner of Lots 2 and 3, which pin is 60 feet west from a 50 foot street, and running thence with the joint line of said Lots, N 19-00 E. 175 feet to an iron pin, joint rear corner of said lots; thence N. 71-00 W. 60 feet to an iron pin, joint rear corner of Lots 3 and 4; thence with the common line of said Lots S 19-00 W. 175 feet to an iron pin on the north side of Perry Avenue; thence with the north side of Perry Avenue, S 71-00 E, 60 feet to an iron pin, the point of beginning.

THIS property is known and designated as Block Book No. 76.1-1-23.

BEING the same property conveyed to Lillie M. Harris by deed of Robert L. McPherson, Executor of Estate of Velma Garner McPherson, and Robert L. McPherson Individually; recorded in the RMC Office for Greenville County in Deed Book 1119 at page 698, on January 29, 1980.

THIS mortgage is junior and subordinate to a mortgage executed by Lillie M. Harris to Robert L. McPherson individually and as Executor of Estate of Velma Garner McPherson; recorded in REM Book 1494 at page 349, on January 29, 1980.

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 Mortgagee 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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