

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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DONNA L. TANNERSLEY

WHEREAS, Ethel C. Neeley and Ethel Mae Neeley

(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 Twelve Thousand Four Hundred Eighty-Six and no/100 ----- Dollars (\$12,486.00) due and payable

in 120 monthly installments over a ten year period, due on the fifteenth day of each month commencing July 15, 1982

with interest thereon from July 15, 1982 at the rate of 0 per centum per annum, to be paid: \$104.05

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, in the City of Greenville, on the southern side of Perry Avenue and having, according to a plat of Property of Ethel C. Neeley and Ethel Mae Neeley prepared by Carolina Surveying Company, March 15, 1972, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Perry Avenue, which iron pin is located 70 feet from the intersection of Perry Avenue and North Leach Street and running thence S 18-45 W. 143 feet to an iron pin; running thence S. 71-15 E. 55 feet to an iron pin; running thence N. 18-45 E. 143 feet to an iron pin on the southern side of Perry Avenue; thence along the southern side of Perry Avenue, N. 71-15 W. 55 feet to the point of beginning.

THIS property is known and designated as Block Book No. 78-5-13.

BEING the same property conveyed to Ethel C. Neeley and Ethel Mae Neeley by deed of May E. Burnett and Grace E. Burnett, recorded in the RMC Office for Greenville County in Deed Book 943 page 336, on May 15, 1972.

THIS mortgage is junior and subordinate to a mortgage executed by Ethel C. Neeley and Ethel Mae Neeley to Carolina National Mortgage Investment Company; recorded in REM Book 1233 page 193, on May 15, 1972. Said mortgage was assigned to Federal National Mortgage Association, as shown in REM Book 1236 page 511, recorded on June 8, 1972.

FUTURE ADVANCES: As additional consideration, pursuant to Section 29-3-50 of the 1976 Code of Laws of South Carolina, this mortgage is given to cover, in addition to all existing indebtedness of Mortgagor to Mortgagee (including but not limited to the above-described advances) evidenced by promissory notes, and all renewal and extensions thereof, all future advances that may be made to Mortgagor by Mortgagee, to be evidenced by promissory notes, and all renewal and extensions thereof, the maximum principle amount of all existing indebtedness and future advances outstanding at any one time not to exceed \$12,500 plus interest thereon, attorneys' fees and court costs as provided herein.

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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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