

MORTGAGE OF REAL ESTATE

100-10175

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, John Davis and Elizabeth Davis

(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 Mortgagor) 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 (\$ 15,000.00) due and payable in 180 consecutive monthly installments of \$126.58 each on the 15th day of each month commencing November 15, 1983, with a final payment of \$125.95.

with interest thereon from November 15, 1983 the rate of 6% per annum per annum, to be paid according to the terms of said note.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagor for such further sums as may be necessary to pay the Mortgagor's account for taxes, insurance premiums, public assessments, repairs or for any other purpose.

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 Mortgagor at any time, for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the mortgagee it is hereby also witness has created, executed, held and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, its successors and assigns,

All that certain piece, parcel & lot of land with all improvements thereon, as follows: situated therein, whole, lying and being in the State of South Carolina, County of Greenville, City of Greenville, situate on the east side of Fludd Street, and having the following metes and bounds to-wit:

Beginning at a stake on Fludd Street and running thence along said street N 57 E 50 feet to a stake; thence S 36 E 98.79 feet to a stake; thence S 56-45 W 50 feet to a stake; thence N 36 W 100.25 feet to the point of beginning.

This property is known and designated as Block Book No. 28-1-51.

Being the same property conveyed to John Davis and Elizabeth Davis by deed of Miriam Green Schralla, recorded in Deed Book 1129 page 788, on 7-24-80.

Together with all and singular rights, privileges, hereditaments and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which now or hereafter shall be derived from, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected or fitted thereto, in any manner whatever 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 the above described real property unto the Mortgagor, its heirs, successors and assigns forever.

The Mortgagor covenants that it is lawfully owned at the present time above described for example the date, that it has good right and is lawfully entitled to 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 title and title to the said premises over the Mortgagor forever, from and against the Mortgagor and all persons who may hereafter lawfully claim the same or any part thereof.