

MORTGAGE OF REAL ESTATE -

Vol 1670 Page 53

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
RECORDED
JUN 27 1 51 PM '84
S.C. MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:
SMITH

WHEREAS Frederick D. Smith and Mary Louise G. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto The City of Greenville, P. O. 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 Five Thousand Sixty-Seven and No/100-----

-----Dollars (\$ 5,067.00) due and payable in 120 consecutive monthly installments of \$42.23 on the 15th day of each month commencing September 15, 1984, with a final payment of \$41.63.

with interest thereon from Sep. 15, 1984 at the rate of zero (0) per centum per annum, to be paid: according to the terms of said note.

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, City of Greenville, on the east side of Pinckney Street, designated as Lot No. 5 of the Percival property, according to a plat of said property made by C. M. Furman, Jr., and having the following metes and bounds to-wit:

BEGINNING at a point on Pinckney Street and running thence N 58-33E 125.1 feet to a point; thence N 34-30 W 48.5 feet to a point; thence along the joint line of lots Nos. 4 and 5 of the Percival property S 57-25 W 125.3 feet to a point, being the joint corner of said lots 4 and 5 on Pinckney Street; thence along the line of Pinckney Street S 35-30 E 46 feet to the point of beginning.

THIS property is known and designated as Block Book No. 21-1-18.1. Being the same property conveyed to Frederick D. Smith and Mary Louise G. Smith by deed of Annie M. Austin et al, recorded in Deed Book 1148 page 883, on May 28, 1981.

THIS mortgage is junior and subordinate to a mortgage executed by Frederick D. Smith and Mary Louise G. Smith to The Kissell Company, recorded in REM Book 1613 page 785, on June 30, 1983.

0010
JUN 29 84
044

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
02.04
JUN 28 84
20-1318

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.

2328-11-21