

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Oct 20 3 53 PM '77  
DORRIS S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John W. Grady, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto

The City of Greenville, a Municipal Corporation

(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

Eight Thousand & 00/100s-----Dollars (\$ 8,000.00 ) due and payable

\$77.25 per month for 120 months with the last payment being \$77.08

with interest thereon from date of execution at the rate of 3 per centum per annum, to be paid: monthly

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, on the northeastern side of Hampton Avenue and being designated as Block Book No. 18-1-19.

BEGINNING at a point on the northeastern side of Hampton Avenue at the corner of lot 20 and running thence with the northeastern side of Hampton Avenue in a southwesterly direction 90.40 feet, more or less, to a point; thence continuing with said side of Hampton Avenue 10 feet, more or less, to a point; thence in a northeasterly direction along the line of lot 18.1, 247 feet, more or less, to a point on the western side of an alley; thence with said alley 10 feet, more or less, to a point; thence continuing with said alley 90.81 feet, more or less, to a point on the line of lot 20; thence with the line of lot 20 in a southwesterly direction 245 feet, more or less, to Hampton Avenue, the beginning point.

DERIVATION: This is the same property conveyed to John W. Grady, III, by William Lewis Cleveland and is recorded in the RMC Office in Deed Volume 974 page 424 on May 11, 1973, also by deed of the South Carolina National Bank of Charleston as Executor of the estate of Maidelle Cleveland Briggs in deed volume 974, page 433 on May 11, 1973.

This mortgage is junior in lien to 2 mortgages which are listed below:

First: A mortgage from John W. Grady, III to Security Federal Savings & Loan Ass. in the amount of \$46,000 and recorded in the RMC office in Mortgage volume 1339, page 467 on May 19, 1975.

Second: A mortgage from John W. Grady, III to Bankers Trust of S.C. in the amount of \$10,000 and recorded in mortgage volume 1390, page 895 on March 4, 1977.

The City of Greenville assumes all stamps and recording fees.

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 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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