

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Oct 27 3 36 PM '77
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Donald R. Hindman

(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

Four Thousand Eight Hundred Ninety One & 63/100 Dollars (\$ 4,891.63) due and payable

\$47.23 per month for 120 months with the last payment being \$47.70

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 Northerly side of Pinkney Street, within the City of Greenville, and having, according to plat prepared by J. N. Southern on May 16, 1902, as recorded in Plat Book A, at Page 83, RMC Office for Greenville County, S.C., the following metes and bounds, to-wit:

BEGINNING at a stake on Pinkney Street at corner of F. B. McBee (or formerly) lot and running thence with the said McBee line N. 39 1/2 E. 274 feet, more or less, to a stake on Carlisle (or formerly) line; thence N. 33 1/2 W. 67 1/2 feet, more or less, to line of L. N. Briggs (or formerly); thence along said Briggs line, S. 39 1/2 W., 293 feet, more or less, to the right-of-way of Pinkney Street; thence along said Pinkney Street, S. 50 1/2 E. 65 feet, more or less, to the beginning corner.

DERIVATION: This is the same property conveyed to the mortgagor by Mary Houston Merritt, and is recorded in the RMC Office in Deed Volume 1057 page 459 on May 27, 1977 at 4:37.

This mortgage is junior in lien to a mortgage recorded in mortgage volume 1399 page 165, whereas Donald R. Hindman is indebted unto Mary Houston Merritt for \$7,376.60.

The City 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.

0074

4328 RV-23