300x 1434 PASE 525

STATE OF SOUTH CAROLINA GREENVILLE (

COUNTY OF

FILED GREENVILLE.CO. S. C. MORTGAGE OF REAL ESTATE Jun 7 2 of PH TO ALL WHOM THESE PRESENTS MAY CONCERN:

**GUNNIE S. TANKERSLEY** 

MARY JANE MILLER, 14 Wheatley Place, Greenville, S.C. 29607 WHEREAS,

(hereinaster referred to as Mortgagor) is well and truly indebted unto THE CITY OF GREENVILLE, a municipal corproation, P.O. Box 2207, Greenville, S.C. 29602

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Two thousand two hundred seventy and--00/100

Dollars (\$ 2,270.00 ) due and payable

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 Yortgagee, 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 relaised, 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 bereafter constructed thereon, situate, hing and being in the State of South Carolina, County of Greenville, and being known and designated as lot no. 5, of a subdivision known as Carver Park as shown on plat recorded in the RMC office in Plat Book AA page 187 and having the following metes and bounds to wit:

BEGINNING at an iron pin on the northeastern side of Wheatley Place, joint front corner of Lots Nos. 4 and 5, and running thence with the line of said lots N. 43-00 E. 120 feet, more or less, to an iron pin at the joint rear corner of Lots Nos. 11 and 12; thence with the rear line of Lot No. 11, S. 47-00 E. 65 feet, more or less, to an iron pin at the rear corner of Lot No. 6; thence with the line of said lot, S. 43-00 W. 120 feet, more or less, to an iron pin on the northeastern side of Wheatley Place; thence along the northeastern side of Wheatley Place, N. 47-00 W. 65 feet, more or less, to the beginning corner.

THIS lot is knwon and designated as Block Book 199.2-2-5.

THIS is the same property conveyed to Alfred H.B. Miller from D.U. Mauldin and is recorded in the RMC office in Deed Volume 536 page 43 on October 3, 1955 at 1:39. Alfred H.B. Miller died testate on January 26, 1974 and devised all of his property to his wife, Mary Jane Miller, the mortgagor herein. His will is found in probate court for Greenville County in Apt. 1317 file 16.

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.