

STATE OF SOUTH CAROLINA
COUNTY OF

FILED
GREENVILLE, CO. S. C.

JAN 3 11 40 AM '73
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Charles L. Lowe & Nancy J. Lowe
3 Barrett Street, Greenville, South Carolina

(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 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 Two thousand six hundred twenty nine and

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Dollars (\$2,629.00) due and payable

with interest thereon from completion of contract at the rate of 3 per centum per annum, to be paid: \$25.39 per month (last payment \$24.89)

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 and lying at the southeast corner of Barrett Street and Central Avenue and being known and designated as Lot #16 and a strip 27.5 feet in width off the north side of Lot #17, according to plat of Marshall Estates made by Dalton & Neves, Engineers, May, 1932 which is recorded in the RMC office in Plat Book H Page 253 and having the following metes and bounds, to wit:

BEGINNING at an iron pin at the southeast intersection of Central Avenue and Barrett Street and running thence with the south side of Central Ave. S. 65-22E. 135 feet more or less to an iron pin, thence S. 28-05 W. 71.8 feet more or less to an iron pin in the rear line of Lot #17; thence through Lot 17 N. 66-12 W. 135 feet more or less to an iron pin on the east side of Barrett Street; thence with the east side of Barrett Street N. 28-05 E 74 feet more or less to the beginning corner.

This property is known and designated as Block Book No. 12-1-25-3.

This is the same property conveyed to Charles L. and Nancy J. Lowe by three separate deeds. By deed from James Samuel Konduros, individually and as Ancillary Administrator of the Estate of Patricia Velle Konduros, and is recorded in the RMC office in Deed Volume 1068 Page 611 on November 17, 1977. Also, by deed from Demetria Konduros Autry recorded in Deed Volume 1068 Page 613 November 17, 1977, and by deed of Evalyn A Konduros Dorian, recorded in Deed Volume 1068 Page 612.

This mortgage is junior in lien to a mortgage given by the mortgagors to Cameron Brown Company and is recorded in REM Volume 1416 Page 63 on November 17, 1977.

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.

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