

FILED  
GREENVILLE CO. S. C.

VOL 1469 PAGE 947

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

JUN 12 11 20 AM '79 MORTGAGE OF REAL ESTATE  
DONNE E. TARKER R.M.C. WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Calvin H. Tolbert, 500 Houston Street, Greenville, S.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto the City of Greenville, a municipal corporation, P.O. Box 2207, Greenville, S.C.

(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 nine hundred seventy-four and -----  
-----00/100

Dollars (\$ 2,974.00 ) due and payable

with interest thereon from \_\_\_\_\_ at the rate of 1 \_\_\_\_\_ per centum per annum, to be paid:  
\$26.05 per month and \$26.47 last payment for 120 months.

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 being a portion of Lots Nos. 3, 4 and 5 of Block I of Chapin Springs Land Company as shown on plat recorded in the RMC office in Plat Book E page 41 and having the following metes and bounds to wit:

BEGINNING at an iron pin at the southeast corner of Watts Avenue (formerly Lucille St.) and Houston Street and running with Watts S. 88-00 W. 168 feet, more or less, to an iron pin, corner of Lot No. 1; thence with Lot No. 1 S. 2-00 E. 56 feet, more or less, to a stake; thence in an easterly direction 164.6 feet, more or less, to a stake on Houston Street; thence with Houston Street N. 2-00 E. 56 feet, more or less, to the beginning corner.

THIS lot is known and designated as Block Book 94-8-1.

THIS is the same property conveyed to Calvin H. Tolbert from Charles J. Spillane and is recorded in the RMC office in Deed Volume 924 page 426 on September 8, 1971 at 11:47.

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 whatsoever lawfully claiming the same or any part thereof.

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