

FILED 1472 488

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

JUL 3 4 30 PM '79

MORTGAGE OF REAL ESTATE
WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, James Fleming and Olar Fleming, 103 Bridwell Avenue, Greenville, S. C. 29607

(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 Six thousand one hundred ninety-nine and

68/100 Dollars (\$ 6,199.68) due and payable

with interest thereon from 15th day of month after comp. at the rate of 2.9 per centum per annum, to be paid: 58.98 per month.

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, City of Greenville and having the following metes and bounds to-wit:

BEGINNING at an iron pin 40 feet from the southeast corner of Bridwell Avenue and Gandy Street and running thence N. 89-15 E. 110 feet, thence S. 0-45 E. 40 feet; thence S. 89-15 W. 110 feet; thence N. 45 W. 40 feet to beginning corner .

THIS property is known and designated as Block Book No. 201-4-2.

THIS is the same property conveyed to James Fleming from Olar Brown Fleming June 9, 1978, recorded in the RMC Office for Greenville County in Deed Book 1080, at page 919; see also probate file Apartment 1380, File 34.

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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