

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GR: FILED  
CO. S. C.  
1 40 PH '81  
H. M. C. BERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James A. Burton, 315 Douthit, 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, 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 herein by reference, in the sum of **Eight Thousand Three Hundred Ninety dollars & 00/100** Dollars (\$ 8,390.00) due and payable

with interest thereon from 15th of month <sup>after work completed</sup> at the rate of 3 per centum per annum, to be paid: \$81.01 per month and last payment \$76.25.

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 City of Greenville on the northwestern side of Douthit Street also known as Columbus Avenue; and shown as Lot No. 16 on a plat of the property of W. O. Groce, dated March, 1944; which is recorded in the RMC Office for Greenville County in Plat Book Q page 188; and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Douthit Street also known as Columbus Avenue, the joint front corner of Lots 16 and 17, and running thence with the joint line of said lots N 45-48 W 131.5 feet to a point; thence S 36-57 W 46.4 feet to a point being the joint rear corner of Lots 15 and 16; running thence with the joint line of said lots S 45-48 E 125.7 feet to a point on Douthit Street; running thence with Douthit Street N 44-12 E 46 feet to the point of beginning.

THIS property is known and designated as Block Book No. 76.2-3-8.

BEING the same property conveyed to James A. Burton by deed of Maxel Thomason and Georgia May Thomason, recorded in the RMC Office for Greenville County in Deed Book 767 page 289, on February 10, 1965.

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 such 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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