

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

AUG 28 3 06 PM '81

WHEREAS, Melvin C. Tolbert, <sup>DONNIE S. TANKERSLEY</sup> R. 205, South Leach 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 Seven Thousand Five Hundred Eighty Eight and 00/100

Dollars (\$7,588.00) due and payable

*E. J.*  
*M. J.*

after work is completed

with interest thereon from 15th of month at the rate of 1 per centum per annum, to be paid: \$ 64.63 per month and last payment \$64.99

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, being on the eastern side of Leach Street, and having the following metes and bounds to-wit:

BEGINNING on the East side of Leach Street at corner of Mayfield land; thence S. 76 E. 100 feet S. 18 W. 43 feet line running parallel to Leach Street; thence N. 76 W. 100 feet to Leach Street; thence with Leach Street N. 18 E 43 feet to the beginning corner containing 4300 square feet more or less.

THIS property is known and designated as Block Book No. 84-4-3.

BEING the same property conveyed to Melvin C. Tolbert by deed of Lena Tolbert et al, recorded in the RMC Office for Greenville County in Deed Book 308 at page 260, on March 3, 1947.

GCTO ---3 AUG 28 81 702

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.