

FILED
GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } 20 AM '82
DONALD W. BANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Clara M. Miller

(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 Eight Thousand Eight Hundred Forty Three and No/100----- Dollars (\$ 8,843.00) due and payable

with interest thereon from 15th of the month after work completed at the rate of one(1) per centum per annum, to be paid: \$77.47 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 on the Southeast corner of Leach and Douthit Streets and having the following metes and bounds:

BEGINNING at the Southeast corner of said streets and running southerly along Leach Street, 53 feet more or less to corner of lot conveyed by Phyllis Calhoun to Lillie L. Turner; thence along said Turner lot, easterly 107 feet, more or less, to corner lot of G. L. Calhoun; thence northerly 50 feet to stake on Douthit Street; thence along Douthit Street westerly one hundred and seven feet, more or less, to the beginning corner.

THIS property is known and designated as Block Book No. 78-6-1.

BEING the same property conveyed to Clara M. Miller in four separate deeds as follows: deed of William Ratliff, Jr. recorded in Deed Book 1144 at page 974 on March 25, 1981, deed of Raynard Ratliff recorded in Deed Book 1144 at page 975 on March 25, 1981; deed of Carl Ratliff recorded in Deed Book 1144 at page 976, on March 25, 1981; and deed of Larry Ratliff recorded in Deed Book 1144 at page 973, on March 25, 1981. The above grantors and grantee were the only heirs of Annie Mae Ratliff, deceased, who owned said property at the time of her death, February 19, 1979 (See Probate File 1550-16).

THIS mortgage is junior and subordinate to a mortgage executed by Clara M. Miller to Raynard Ratliff; recorded in REM Book 1537 at page 260, on April 3, 1981.

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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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