

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE, S.C.
MAR 30 3 17 PM '83
DONNIE S. TANKERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Russell Hayne Lowery and Tommie Crane Lowery

(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 Five Thousand Ninety-Four and No/100-----

-----Dollars (\$ 5,094.00) due and payable
in 72 consecutive monthly installments of \$91.82 on the 15th day of each month commencing June 15, 1983, with a final payment of \$91.14.

with interest thereon from June 15, 1983 at the rate of 9% per centum per annum, to be paid: according to the terms of said note.

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 southeastern side of Dakota Avenue, (formerly Parkins Mill Road), being known as Lot No. 6 of Block H, Section 4, on plat of East Highlands Estates, made by Dalton & Neves, Engineers, January 1941, recorded in Plat Book "K", at Pages 78, 79 and 80, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Dakota Avenue, at the joint front corner of Lots Nos 5 and 6 of Block H and running thence with the line of Lot No. 5 S. 58-37 E. 198.7 feet to an iron pin on the Northwestern side of a 10 foot strip of land reserved for utilities; thence with the Northwestern edge of the strip of land reserved for utilities, S. 34-13 W., 66.1 feet to an iron pin; thence with the line of Lot No. 7, N. 58-37 W., 195.4 feet to an iron pin on Dakota Avenue thence with the Southeastern side of Dakota Avenue, N. 31-23 E., 66 feet to the beginning corner.

THIS property is known and designated as Block Book No. 264-2-26. BEING the same property conveyed to Russell Hayne Lowery and Tommie Crane Lowery by deed of R. J. McKinney, recorded in Deed Book 1164 page 912, on April 2, 1982. This mortgage is junior and subordinate to a mortgage executed by Russell Hayne Lowery and Tommie Crane Lowery to R. J. McKinney, recorded in REM Book 1567 page 200, on April 2, 1982.

FUTURE ADVANCES: As additional consideration, pursuant to Section 29-3-50 of the 1976 Code of Laws of South Carolina, this mortgage is given to cover, in addition to all existing indebtedness of Mortgagor to Mortgagee (including but not limited to the above-described advances) evidenced by promissory notes, and all renewal and extensions thereof, all future advances that may be made to Mortgagor by Mortgagee, to be evidenced by promissory notes, and all renewal and extensions thereof, the maximum principle amount of all existing indebtedness and future advances outstanding at any one time not to exceed \$5,650.00 plus interest thereon, attorneys' fees and court costs as provided herein."

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
MAR 30 1983
TAX \$ 2.04
RECEIVED

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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