STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1575 PAGE 783

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THELMA MCK. HILLER ERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

(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 Two thousand eight hundred thirty-five and no/100-----_____ Dollars (\$ 2.835.00 upon demand, which shall be at such time as Thelma McK. Hill becomes deceased or ceases to

own or occupy the below described premises. At such time the principal amount shall be due in full with no interest thereon.

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, being more particularly described as Lot No. 463, Section 2, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina" made by Dalton & Neves, Engineers, Greenville, S.C., February, 1959, and recorded in the Office of the R.M.C. for Greenville County in Plat Book QQ at pages 56 to 59. According to said plat the within described lot is also known as No. 127 Easley Bridge Road and fronts thereon 65 feet.

DERIVATION: This being the same property conveyed to the Mortgagor herein by virtue of a deed from Abney Mills to Thelma McK. Hill and Audrey H. Ryan recorded in the R.M.C. Office for Greenville County in Deed Book 627 at Page 253 on June 17, 1959; and by virtue of a deed from Audrey H. Ryan to Thelma McK. Hill recorded in Deed Book 1006 at Page 564 on September 11, 1974.

Greenville County Redevelopment Authority Bankers Trust Plaza, Box PP-54 Greenville, South Carolina 29601

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 heireinabove 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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