

MORTGAGE OF REAL ESTATE -  
S. C.

REC-1577 PAGE 369

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

APR '82

MORTGAGE OF REAL ESTATE

W. S. SLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Mike Green

(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 Nine Thousand Three and no/100-----

----- Dollars (\$9003.00 ) due and payable  
in 120 consecutive monthly installments of \$99.95 on the 15th day of each month beginning November 15, 1982, with a final payment of \$99.45.

with interest thereon from November 15, 1982 the rate of 6% per centum per annum, to be paid:

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 known and designated on the Greenville City Block Book Map as Lot No. 22 on Atwood Street and having, according to a survey prepared by Richard D. Wooten, Jr., Surveyor, dated August 19, 1981, recorded in the RMC Office for Greenville County in Plat Book 8-T at page 22, the following metes and bounds to-wit:

BEGINNING at a point on the northside of Atwood Street which point is 295.3 feet from the northeast corner of Atwood and Buncombe Street, and running thence N 42-48 W 180 feet to a point; thence running N 48-34 E 89 feet more or less to a point; thence S 40-05 E 191.6 feet to a point on the north side of Atwood; thence along Atwood Street S 56-39 W 82.3 feet to the point of beginning.

THIS property is known and designated as Block Book No. 11-3-22.

BEING the same property conveyed to Mike Green by deed of Mike Green Products, recorded in the RMC Office for Greenville County in Deed Book 1165 page 509, on April 19, 1982.

THIS mortgage is junior and subordinate to a mortgage executed by Michael Green d/b/a Mike Green Products to Lula M. Horton; being recorded in REM Book 1551 page 473, on August 31, 1981.

THIS loan secured by this note and mortgage is made for the purpose of residential rehabilitation only by the Community Development Department of the City of Greenville, and the undersigned, as owner, agrees that this property will be used for residential purposes only and in the event it is used for any commercial purposes, the loan shall become immediately due and payable at the option of the City of Greenville.

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 \$9,950.00 plus interest thereon, attorneys' fees and court costs as provided herein.

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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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