

AUG 9 10 54 AM '77

DONNIE S. TANKERSLEY
R.M.C.

1406 PAGE 584

AFFIDAVIT
FILED

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Dianne G. Bailey

(hereinafter referred to as Mortgagor) is well and truly indebted unto The City of Greenville

(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 Seven Hundred and 00/100s----- Dollars (\$ 7,700.00 due and payable

\$74.35 per month for 120 months with the last payment being \$74.56

with interest thereon from date of execution at the rate of 3 per centum per annum, to be paid: monthly

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, on the south side of Otis Street being the same property shown on a plat entitled "Property of Catherine D. Mundy, Greenville, S.C." made by R. K. Campbell, dated March 21, 1966, said plat being recorded in Plat Book MMM, page 53, in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the South side of Otis Street 208 feet, more or less, east of the intersection of said intersection of said street with Elm Street thence with said Otis Street N. 71-35 E. 65.1 feet, more or less, to a point; thence S. 17-15 E. 150.7 feet, more or less, to a point; thence S. 55-17 W. 5 feet, more or less, to a point; thence S. 17-38 E. 25.3 feet, more or less, to a point; thence S. 63-21 W. 55 feet, more or less, to a point; thence N. 20-34 W. 185 feet, more or less, to the beginning corner.

DERIVATION: This is the same property conveyed to the mortgagor by Catherine D. Mundy & recorded in the RMC Office in Deed Volume 1049 Page 191 on January 6, 1977, at 8:56.

This mortgage is junior in lien to a mortgage recorded in mortgage Volume 1386, page 787, whereas Dianne G. Bailey is indebted unto Catherine D. Munday for \$18,000.

This property is known and designated as Block Book No. 96-5-3.

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 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.

4328 RV-21