

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA } FILED } O. S. C. } BOOK 1534 PAGE 908
COUNTY OF GREENVILLE } } 2 40 PM '82 }
DONNIE W. WILKERSLEY } R.M.C. }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Edward L. Holcombe and Penny R. Holcombe

(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 Two Thousand Two Hundred and No/100-----Dollars (\$2,200.00) due and payable

with interest thereon from 15th day of month after work completed at the rate of 6% per centum per annum, to be paid: \$66.93 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, and in the City of Greenville on the west side of Rowley Street, and being known and designated as the northern half of Lot No. 38 of a subdivision of the property of the Stone Land Company as shown on plat thereof made by J. E. Sirrine and Company as recorded in the RMC Office for Greenville County in Plat Book A at Page 339, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Rowley Street in the center of the front line of Lot No. 38 at the corner of the lot now or formerly belonging to Lucy C. Walker, and running thence along the line of that lot, N. 69 degrees 29 minutes W, 210 feet to an iron pin at the rear corner of said lot on the east side of an alley; thence along the line of said alley N. 20 degrees 19 minutes E. 50 feet to an iron pin at the rear corner of Lot No. 36, now or formerly belonging to James Angel; thence along the line of that lot S 69 degrees 29 minutes E, 210 feet to an iron pin at the corner of said lot on the west side of Rowley Street; thence along the west side of Rowley Street S 20 degrees 19 minutes W, 50 feet to the beginning corner.

This property is known and designated as Block Book No. 34-1-25.

Being the same property conveyed to Edward L. Holcombe and Penny R. Holcombe by deed of Ward S. Stone, Jr.; recorded in the RMC Office for Greenville County in Deed Book 1146 at page 709, on April 21, 1981.

This mortgage is junior and subordinate to a mortgage executed by Edward L. Holcombe and Penny R. Holcombe to Greer Federal Savings and Loan Association; recorded in REM Book 1538 at page 807, on April 21, 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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