

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. Roscoe Moseley

(hereinafter referred to as Mortgagor) is well and truly indebted to 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 One Thousand Two Hundred Sixty Six and 00/100 Dollars (\$ 1,266.00 ) due and payable

in 120 installments beginning April 15, 1982

with interest thereon from 15th of month/ after work is completed at the rate of 0 per centum per annum, to be paid: \$10.55 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, City of Greenville, on the northern side of Arlington Avenue, being known and designated as the southerly portion of Lot 12, Block A of a subdivision known as Pendleton Street Realty Association, shown on a plat recorded in the RMC Office for Greenville County in Plat Book A, pages 122 and 123 and having according to a more recent survey dated August 14, 1946, prepared by Calvin M. Pickell, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Arlington Avenue at the corner of Lot 13, which point is 254.3 feet east of the northeast corner of the intersection of McBee Boulevard and Arlington Avenue, and running thence with the line of Lot 13 N 27-55 W 106.6 feet to an iron pin; thence on a line through Lot 12 N 67-49 E 69.4 feet to an iron pin in the line of Lot 11; running thence along the joint line of Lot Number 11 and Lot Number 12 S 22-11 E 117 feet to the corner of Lot 11 on the northerly side of Arlington Avenue; thence along the northerly side of Arlington Avenue S 78-15 W 60 feet to an iron pin, the point of beginning.

This property is known and designated as Block Book No. 77-3-2.

Being the same property conveyed to J. R. Moseley and Grace B. Moseley by deed of Nell W. Roper; recorded in Deed Book 945 at page 503, on June 6, 1972. Subsequently on March 16, 1981, Grace B. Moseley died testate ( as shown in Probate File 1649-27) leaving her one-half interest in the property to her husband J. Roscoe Moseley.

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, ON APRIL 15, 1982.

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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