

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Andrew O. Faulkner

(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 Seven Hundred Eighty-Four and no/100----- Dollars (\$ 9,784.00) due and payable

in 120 consecutive monthly installments of \$108.62 each on the 15th day of each month commencing November 15, 1982, with a final payment of \$108.08.

with interest thereon from November 15, 1982 at 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, on the southeast side of Parkins Mill Road (sometimes referred to as Dakota Avenue), being shown as Lot No. 1 on Plat of George N. Beattie and Eleanor G. Beattie, made by Piedmont Engineering Service, June 27, 1949, recorded in the RMC Office for Greenville County in Plat Book V page 193, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the southeast side of Parkins Mill Road at the joint front corner of Lots Nos. 1 and 2, and running thence along the line of Lot 2 S 50-47 E 141.4 feet to an iron pin; thence along the line of Lot 3 N 37-55 E 64 feet to an iron pin; thence N 51-05 W 149.2 feet to an iron pin on the southeast side of Parkins Mill Road; thence with the southeast side of Parkins Mill Road S 30-59 W 64 feet to the beginning corner.

THIS property is known and designated as Block Book No. 265-13-12.

BEING the same property conveyed to Andrew O. Faulkner by deed of Everett B. Willis Jr., recorded in the RMC Office for Greenville County in Deed Book 392 page 88, on September 23, 1949.

THIS mortgage is junior and subordinate to a mortgage executed by Andrew O. Faulkner to Louis P. Batson Jr., recorded in REM Book 1051 page 613, on March 10, 1967.

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 \$10,800.00 plus interest thereon, attorneys' fees and court costs as provided herein.

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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