

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

15 3 35 PM '78
CONNIE S. TANKERSLEY
R.M.C.

BOOK 1441 PAGE 348

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN R. HARRIS, 5 Ludlow Street, Greenville, SC 29607

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE CITY OF GREENVILLE, a municipal corporation, P. O. Box 2207, Greenville, S.C. 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 Seven thousand nine hundred thirty-three and 88/100 Dollars (\$ 7,933.88) due and payable

with interest thereon from 9/15/78 at the rate of 3 per centum per annum, to be paid:
\$76.61 per month and 76.63 the last payment

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, being known and designated as Lot 101 of a subdivision known as Nicholtown Heights, according to a plat prepared by W. J. Riddle, and is recorded in the RMC Office in Plat Book M page 4 and having the following metes and bounds to wit:

BEGINNING at an iron pin on the south side of Taylor Street at the joint front corner of Lots 101 and 102 and running thence along the joint line of said lots, S. 0-45 E. 120 feet, more or less, to an iron pin at the joint rear corner of Lots 99 and 100; thence along the rear line of Lot 100, N. 89-15 E. 39.3 feet, more or less, to an iron pin; thence N. 0-12 W. 120.3 feet, more or less, to an iron pin on the south side of Taylor Street; thence along the south side of Taylor Street, S. 89-15 W. 40.3 feet, more or less, to the beginning corner.

This property is known and designated as Block Book 201-12-6.

This is the same property conveyed to John R. Harris from Jeanne D. Threatt and is recorded in Deed Volume 467 page 15 on November 17, 1952.

This mortgage is junior in lien to a mortgage held by Fidelity Federal in the amount of \$3,500.00. The mortgage is recorded in REM volume 1166 page 160 on September 10, 1970, at 9:39.

The City assumes all stamps and recording fees.

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.

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