

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JAN 3 11 40 AM '79
DONNIE S. TANKERSLEY
R.H.C.

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

WHEREAS, Walter B. and Rose Heatley Summer, 102 Vannoy Street, Greenville, S.C. (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, its successors and assigns:

(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

Three thousand, six hundred and no/100's----- Dollars (\$ 3,600.00) due and payable \$31.54 for 120 months

with interest thereon from date of execution at the rate of 1% 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, and being on the east side of Vannoy Street and having the following metes and bounds to wit:

BEGINNING at an iron pin on the east side of Vannoy Street 66.7 feet, more or less, north of the corner of Poinsett Street and running thence S. 63-01 E. 105 feet, more or less, to an iron pin; thence N. 26-59 E. 69.3 feet, more or less, to the line of lot now or formerly belonging to Mrs. Walton; thence along of said lot in a straight line to Vannoy Street; thence along Vannoy Street in a southerly direction 60 feet, more or less, to the beginning corner.

THIS property is known and designated as Block Book No. 36-1-10.

THIS is the same property conveyed to Walter B. and Rose Heatley Summer from Dennis R. and Barbara Edney McKinney and is recorded in the RMC Office in Deed Volume 1074 page 622 on March 2, 1978 at 2:39.

THIS mortgage is junior in lien to a mortgage given by Dennis R. and Barbara E. McKinney to Family Federal Savings and Loan Association and is recorded in REM Volume 1381 page 340 on October 26, 1976. Walter B. and Rose Heatley Summer assumed balance on said mortgage as stated in Deed 1074 page 622.

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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