

MORTGAGE OF REAL ESTATE

THIS DEED AND ALL DEEDS AND INSTRUMENTS

BOOK 1488 PAGE 456

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

IN WITNESS WHEREOF THESE PRESENTS MAY CONCERN

NOV 15 12 08 PM '79

JOHNNIE S. TANKERSLEY

WHEREAS, James Shanley, 120 N. Leach Street, Greenville, South Carolina

(hereinafter referred to as Mortgagee) 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 Mortgagee's promissory note of even date herewith the terms of which are incorporated herein by reference, in the sum of Seven thousand five hundred sixteen dollars and 00/100----- Dollars (\$ 7,516.00---) due and payable

after work completed with interest thereon from 15th day of month at the rate of 3 per centum per annum, to be paid \$72.58 per month (last payment \$71.99)

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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, being described as follows:

BEGINNING at a point on the eastern side of Leach Street 53 feet from the south side of Douthit Street and running thence along Leach Street in a southerly direction 53 feet to a point; thence in a easterly direction 86.1 feet to a point; thence along Academy Street 23.5 feet to a point; thence in a northerly direction 42.7 feet to a point; thence in a westerly direction 107 feet to the point of beginning.

THIS property is known and designated as Greenville County Tax Block Book No. 78-6-2.

THIS is the same property conveyed to James Shanley from Huley Shamley, Noah Shanley, et al recorded in Deed Book 680 page 341, August 21, 1961.

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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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