

MORTGAGE OF REAL ESTATE -

1521-340

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR FILED
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S. C. MORTGAGE OF REAL ESTATE
TO WHOM THESE PRESENTS MAY CONCERN:
WILKINS
H.C. WILKINS

WHEREAS, Fred Thomas, Jr. and Muriel Thomas, 115 Rebecca Street, Greenville, SC

(hereinafter referred to as Mortgagor) is well and truly indebted unto City of Greenville, South Carolina, a municipal corporation, Post Office Box 2207, Greenville, S. C. 29602

April 15, 1978

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of the terms of which are incorporated herein by reference, in the sum of Four Thousand Nine Hundred Forty-Eight and No/100ths Dollars (\$ 4,948.00) due and payable

according to terms of promissory note of April 5, 1978, the debt of which this mortgage secures.

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, in the vicinity of what is known as Nicholstown, in the City of Greenville, and being numbers 16 and 17 of Block A of a subdivision of land called Jefferson Heights, a plat thereof being recorded in the RMC Office for Greenville County in plat book "C" pages 34 and 35, said lots have a total frontage of 55 feet 10 inches on First Avenue, and a depth of 87 feet 5 inches. First Avenue is now known as Rebecca Street.

This is the same property conveyed to mortgagor herein by deed from Evelyn H. Wilkins, as Trustee under Agreements dated December 31, 1956, as recorded in Deed Book 1076 at Page 554 on April 5, 1978. This property is shown at Block Book No. 200-9-35.

This mortgage is junior and subordinate to that certain mortgage executed by Fred Thomas, Jr. and Muriel Thomas to Evelyn H. Wilkins, as Trustee, in the amount of \$7,421.00, as recorded in Mortgage Book 1428 at Page 96.

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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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