

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:
GREENVILLE CO. S. C.

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WHEREAS, Richard Houser and Janie M. Houser, 444 Birnie Street, Greenville, SC

(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 Five Thousand One Hundred Ninety Three and 82/100-----Dollars (\$ 5,193.82----) due and payable

with interest thereon from 15th of month after work completed at the rate of 1 per centum per annum, to be paid: \$45.50 per month and last payment \$45.72.

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 known and designated as Lot No.

115 as shown on a Plat entitled "Subdivision For Abney Mills, Poinsett Plant, Greenville, South Carolina; made by Pickell & Pickell Engineers, dated March 5, 1959; and recorded in the RMC Office for Greenville County in Plat Book QQ at Page 67; and having according to said plat, the following metes and bounds to-wit:

BEGINNING at a point on the northern side of Birnie Street, and running thence with Birnie Street N58-58W 89 feet to a point on an unnamed street; thence with said unnamed street N29-33 E 88 feet to a point; running thence S 70-44 E 91 feet to a point; thence S 29-42 W 106.7 feet to the point of beginning.

THIS property is known and designated as Block Book No. 55-3-34.

BEING the same property conveyed to Richard Houser and Janie M. Houser by deed of Rose W. Wilson, recorded in the RMC Office for Greenville County in Deed Book 679 at page 361 on August 8, 1961.

THIS mortgage is junior and subordinate to a mortgage executed by George H. Wilson and Rose W. Wilson to Greer Federal Saving and Loan Association; recorded in REM Book 785 at page 144 on May 4, 1959. Said mortgage was assumed by Richard and Janie M. Houser.

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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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