

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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WARRERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1565 PAGE 315

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Marvin O. Kirksey

(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 Ten Thousand and No/100 -----

-----Dollars (\$ 10,000.00) due and payable in 120 installments over a ten year period beginning no later than June 15, 1982.

with interest thereon from 15th of month/ after work completed at the rate of three (3) per centum per annum, to be paid: \$96.56 per month

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, on the south side of Birnie Street and being known and designated as Lot No. 7 of the property of Marion B. Leach, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book A at Page 159, and having the following metes and bounds, to wit:

BEGINNING at a stake on the south side of Birnie Street at the joint corner of Lots Nos. 7 and 8, which point is 150 feet southeast of the southeast corner of the intersection of Leach Street and Birnie Street, and running thence along the joint line of said Lots 7 and 8 S. 30 W 217 1/2 feet to an iron pin; thence S. 60 E. 60 feet to an iron pin at the joint rear corner of Lots Nos 6 and 7; thence along the joint line of said lots, N 30 E 217 1/2 feet to the joint corner of said lots on Birnie Street, thence along the line of said Birnie Street, N. 60 W. 60 feet to the beginning corner.

THIS property is known and designated as Block Book No. 75-2-8.

BEING the same property conveyed to Marvin O. Kirksey by deed of Leola T. Kirksey, et al, recorded in the RMC Office for Greenville County in Deed Book 1145 at page 774, on April 6, 1981.

THIS mortgage is junior and subordinate to a mortgage executed by Marvin O. Kirksey to Leola T. Kirksey, et al; recorded in REM Book 1537 at page 360, on April 6, 1981.

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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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