

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED  
CO. S. C.  
SEP 7 2 57 PM '82  
GREENVILLE  
DONNIE R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William F. Moseley and Delia M. Moseley

(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 Eleven Thousand Four Hundred Ninety-Six and No/100-----

-----Dollars (\$ \$11,496.00 ) due and payable in 144 consecutive monthly installments of \$100.65 on the 15th day of each month commencing December 15, 1982, with a final payment of \$100.32.

with interest thereon from December 15, 1982 at the rate of four 4% per centum per annum, to be paid according to the / terms of said note.

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, and having the following metes and bounds to-wit:

BEGINNING at iron pin on East side of Vannoy Street, 175 feet from corner of Stone Avenue and runs thence with Moffett's line S. 71.50 E. 62 feet to corner, thence N. 20.19 E. 25 feet to corner; thence N. 71.50 W. 62 feet to corner on Vannoy Street, said corner being 150 feet from intersection of Stone Avenue and Vannoy Street; thence with Vannoy Street, S. 20.19 W. to beginning corner, and being known and designated as 25 feet off south end of Lot No. 24 of Section "H", as shown on plat of Stone Land Company, recorded in the R.M.C. Office of Greenville County in Plat Book "A"; at Page 337.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the east side of Vannoy Street, being known as Lot No. 31 of Section H, on a plat of Stone Land Company, recorded in the RMC Office for Greenville County in Plat Book "A" pages 337-345, and having according to said plat the following metes and bounds to-wit:

BEGINNING at a point on the eastern side of Vannoy Street and running thence S71-50 E 217 feet to a point; thence with the joint rear lot line of Lots 31 and 32 S 20-19 W 55 feet; thence with the joint lot line of Lots 31 and 33 N 71-50 W 217 feet to a point on Vannoy Street; thence running with Vannoy Street N 20-19 E 55 feet to the point of beginning.

These parcels are known and designated as Block Book No. 36-1-2.

This being the identical property devised to Delia M. Moseley by will of Delia R. Moffett, who died testate on December 31, 1954 (see Probate file 642-35). Subsequently, Delia M. Moseley conveyed a 1/2 interest in this property to William T. Moseley by deed recorded in Deed Book 1051 page 414 on February 22, 1977. This mortgage is junior and subordinate to a mortgage executed by William T. Moseley and Delia M. Moseley to Fidelity Federal Savings and Loan; recorded in REM Book 1389 page 821, on February 22, 1977.

FUTURE ADVANCES: As additional consideration, pursuant to Section 29-3-50 of the 1976 Code of Laws of South Carolina, this mortgage is given to cover, in addition to all existing indebtedness of Mortgagor to Mortgagee (including but not limited to the above-described advances) evidenced by promissory notes, and all renewal and extensions thereof, all future advances that may be made to Mortgagor by Mortgagee, to be evidenced by promissory notes, and all renewal and extensions thereof, the maximum principle amount of all existing indebtedness and future advances outstanding at any one time not to exceed \$12,500 plus interest thereon, attorneys' fees and court costs as provided herein.

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.

3  
4  
8  
0

4325 RV-21