

MORTGAGE OF REAL ESTATE -  
S.C.

200:1594 PAGE 835

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FEB 15 11 17 AM '83  
MORTGAGE OF REAL ESTATE

DONALD W. WALKER, JR. L WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS, Robert Watson Lyles and Jackie Tabor Lyles

(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 Eight Hundred Eighty-Three and No/100-----

----- Dollars (\$ 5,883.00 ) due and payable  
in 72 consecutive monthly installments of \$94.75 each on the 15th day of  
each month commencing June 15, 1983 with a final payment of \$94.35.

with interest thereon from June 15, 1983 at the rate of 5% 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, on the south side of West Park  
Avenue, formerly Carrier Street being known as Lot No. 2, as shown on a  
plat recorded in the RMC Office for Greenville County in Plat Book A page  
261; and having according to said plat, the following metes and bounds to-wit:

Beginning at a point on West Park Avenue being 68 feet from the intersection  
of Park Avenue and Townes Street, and running thence S 15W 158.3 feet to  
a point; thence in a westerly direction 64 feet more or less to a point;  
thence running N 15 E 170.8 feet to a point on West Park Avenue; thence with  
West Park Avenue S 76½ E 64 feet to the point of beginning.

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 \$6,500.00 plus interest thereon, attorneys' fees and court costs as  
provided herein.

This property is known and designated as Block Book No. 12-1-2.

Being the same property conveyed to Robert Watson Lyles and Jackie Tabor  
Lyles by deed of Faust Nicholson recorded in the RMC Office for Greenville  
County in Deed Book 1168 page 673, on June 16, 1982.

This mortgage is junior and subordinate to a mortgage executed by Robert  
Watson Lyles and Jackie Tabor Lyles to Faust Nicholson et al, recorded in  
REM Book 1572 page 813, on June 16, 1982.

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STATE OF SOUTH CAROLINA  
GREENVILLE TAX OFFICE  
DOCUMENTARY  
STAMP  
FEB 15 1983  
\$ 2.30

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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