

MORTGAGE OF REAL ESTATE

1613 1983

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

FILED
AUG 8 10 57 AM '83
DONNIE R. H. C. SLEY

WHEREAS, John Davis

(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 Three Thousand Forty-Three and 20/100

Dollars (\$ 3,043.20) due and payable in 120 consecutive monthly installments of \$25.36 each on the 15th day of each month commencing November 15, 1983.

with interest thereon from November 15, 1983 the rate of 0% 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 Mortgagee 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 being on Asbury Avenue, formerly known as John Street, containing 1/4 of an acre, and having the following metes and bounds to-wit:

BEGINNING on an iron pin on Asbury Ave ; thence along said street N. 49 1/4 W. 65 1/6 feet to an iron pin; thence along S. 40 1/4 W. 165 1/2 feet; thence along line parallel with Asbury Ave. S. 49 1/4 E. 65 1/3 feet; thence to Asbury Ave. N. 40 1/3 E. 165 1/2 feet to an iron pin to the beginning.

THIS property is known and designated as Block Book No. 23-2-6.

BEING the same property conveyed to John Davis by deed of Wm. Howard Henry recorded in RMC Office for Greenville County in Deed Book 202 page 362, on March 21, 1938.

GREENVILLE OFFICE SUPPLY CO., INC.

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 Mortgagee covenants that it is lawfully seized of the premises hereabove described in fee simple absolute, that it has good right and is lawfully entitled 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons who may lawfully claim the same or any part thereof.

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