

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEED BOOK 1113 PAGE 45
MAY 23 1984
S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Viola Hames, now Viola Hames Durham

(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 Fourteen Thousand Nine Hundred Eighty-Seven and No/100-----

-----Dollars (\$ 14,987.00) due and payable in 180 consecutive monthly installments of \$93.03 on the 15th day of each month commencing August 15, 1984, with a final payment of \$92.91.

with interest thereon from August 15, 1984 at the rate of 1-1/2% 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:

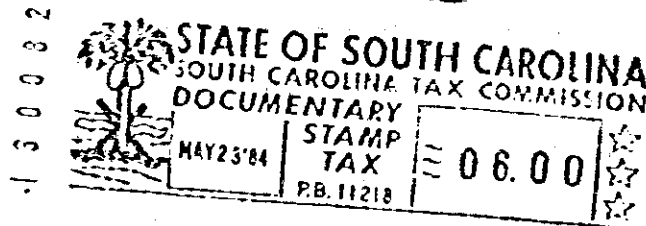
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, being shown and designated as Lot 5 on a Plat of L. D. JENNINGS ESTATE, recorded in the RMC Office for Greenville County in Plat Book E, at Page 156, and having according to a more recent survey by Freeland & Associates, dated October 4, 1979, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Mulberry Street, corner of Lot 4, and running thence with Mulberry Street N 57-57E 46.5 feet to the joint front corner of Lots 5 and 6 and running thence with the common line of said Lots, S 32-03 E, 139.1 feet to an iron pin; thence with the rear line of Lot 5 and Piedmont Avenue, S 59-00 W, 46.5 feet to an iron pin, joint rear corner of Lots 4 and 5; thence with the common line of said Lots, N 32-03 W, 138.3 feet to an iron pin on the southern side of Mulberry Street, the point of beginning.

THIS property is known and designated as Block Book No. 24-1-8.

BEING the same property conveyed to Viola Hames by deed of Mary Tanner Jenkins et al, recorded in Deed Book 1113 at page 45, on October 5, 1979. Viola Hames is now known as Viola Hames Durham.

THIS mortgage is junior and subordinate to a mortgage executed by Viola Hames to Charter Mortgage Company, recorded in REM Book 1483 at page 364, on October 5, 1979.



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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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