BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STOUDENMIRE, P.A., SUITE 15, 1700 E. NORTHST., GREENVILLE, S.C. 29602

MORTGAGE OF REAL ESTATE:

Mortgagee's address:

FILED

GREENVILLE

SCN, MP: of. Box 969, Greenville, SC

MORTGAGE OF REAL ESTATE

29602

JUL 1 3 50 FILED

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE : R.M.C

WHEREAS, THE CITY OF GREENVILLE

(hereinafter referred to as Mortgagor) is well and truly indebted unto BYRD BOEHRINGER HOLMES.

(hereinafter referred to as Mortgagoe) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated

on or before January 6, 1984

date

with interest thereon from

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CHANGE CONTRACTOR

at the rate of $10^{-\frac{1}{2}}$

per centum per annum, to be paid: at maturity

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:

herein by reference, in the sum of Twenty-Three Thousand and No/100-----

________(\$ 23,000.00-) due and payable

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

ALL that certain piece, parcel or lot of land, lying, being and situate in the City of Greenville, County of Greenville, State of South Carolina, on Twin Lake Road, as shown on survey of property of Central YMCA by Dalton & Neves dated May 1956 and recorded on June 13, 1956, in the RMC Office for Greenville County in Plat Book KK at Page 21, and being more particularly described thereon as follows:

BEGINNING at an iron pin on the North side of Twin Lake Road and running thence N. 0-57 E., 134 feet to an iron pin; thence running N. 38-23 W., 57.2 feet to an iron pin; thence running N. 52-42 W., 69.7 feet to an iron pin; thence running N. 86-09 W., 173.3 feet to an iron pin; thence running S. 12-33 E., 155.6 feet to an iron pin; thence running S. 3-51 W., 107.4 feet to an iron pin on Twin Lake Road; thence running along and with Twin Lake Road to an iron pin, the point and place of beginning, and containing 1.29 acres, more or less.

This is the same property conveyed to the Mortgagor herein by deed of Byrd Boehringer Holmes recorded in the Greenville County RMC Office on <u>Gulg 1</u>
1983, in Deed Book <u>1/91</u> at Page <u>634</u>.

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 heireinabove described in fee simple absolute, that it has good right and is Clawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided pherein. 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.

THE SHOP IN THE STORE SHOW IN THE SECOND SHOP IN THE S

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