

TITLE TO REAL ESTATE

1789 REVISED - JANUARY 1914

State of South Carolina,  
County of Greenville.

Title to Real Estate.

Whereas, L. N. Simmons and Lillie Simmons, as owners of Lots Nos. 1, 2, 57 and 58, of Block A, as shown on plat of "City View" recorded in the R. M. C. Office for Greenville County in Plat Book "A" at pages 460 and 461, Lots Nos. 1 and 2 being owned by L. N. Simmons and Lots Nos. 57 and 58 being owned by Lillie Simmons, did on January 16, 1935 executed their joint mortgage to Home Owners' Loan Corporation in the sum of \$1600.00, said mortgage being recorded in Book of Mortgages "254" at page 19; and

Whereas, the said L. N. Simmons and Lillie Simmons did on the same date execute a second mortgage to H. P. McGee and C. M. McGee, as Trustees, said mortgage being in the original sum of \$400.00; and

Whereas, the said L. N. Simmons and Lillie Simmons found it impossible to make the payments due on the first or second mortgage, and did on the 25th day of May, 1936, enter into a written agreement whereby they agreed that their son, A. C. Simmons, should have a lien on the property above referred to to the extent of all sums advanced by him for the benefit of the owners and be subrogated pro tanto to the rights of the mortgagees; and

Whereas, the said Lillie Simmons died intestate in 1936; and

Whereas, A. C. Simmons, under the agreement above referred to dated May 25, 1936, has advanced on the first mortgage the sum of \$619.85 and has paid as taxes, insurance and repairs on the property the sum of \$126.41; interest on said advancements being \$94.62, and in addition has paid \$320.00 on the principal of the second mortgage, interest on said advancements amounting to \$55.85, aggregating a total sum of \$1216.73; and

Whereas, I. L. N. Simmons, am now unable to make any payments either on the first mortgage or the second mortgage and desire to protect my son, A. C. Simmons, as far as possible,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I. L. N. Simmons, of Greenville County, in the State aforesaid, for and in consideration of the premises and \$1.00 to me in hand paid at and before the sealing of these presents by A. C. Simmons (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said A. C. Simmons, and his heirs and assigns, forever:

All those two certain lots of land in Greenville Township, Greenville County, State of South Carolina, in Subdivision known as "City View", being known and designated as Lots Nos. 1 and 2 of Block A as shown on plat of "City View" recorded in the R. M. C. Office for Greenville County in Plat Book "A" at pages 460-461, and

Also, all my undivided one-third (1/3rd.) interest in Lots Nos. 57 and 58, of Block A, as shown on plat of "City View" recorded in said R. M. C. Office in Plat Book "A" at pages 460-461.

Lot No. 1 having been conveyed to L. N. Simmons by deed recorded in Book of Deeds "40" at page 85, and Lot No. 2 having been conveyed to L. N. Simmons by deed recorded in Book of Deeds "43" at Page 4; Lots Nos. 57 and 58 having been conveyed to Lillie Simmons by deed recorded in Book of Deeds "52" at page 69.

It is understood that the foregoing property is conveyed subject to the first mortgage held by Home Owners' Loan Corporation upon which there is due approximately \$1236.00, and the second mortgage to H. P. and C. M. McGee, as Trustees, upon which there is due approximately \$150.00, but it is distinctly understood that this conveyance shall in nowise affect the rights of A. C. Simmons, as grantee, to assert his lien for advancements made under the agreement made May 25, 1936.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

To Have and to Hold all and singular the Premises before mentioned unto the said A. C. Simmons, and his Heirs and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said A. C. Simmons, and his Heirs and Assigns, against myself and my Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal, this 23rd day of October, in the year of our Lord one thousand nine hundred and thirty-nine, and in the one hundred and sixty-fourth year of the Independence of the United States of America.

Signed, sealed and delivered  
in the presence of:

Ben C. Thornton  
J. L. Love.

L. N. Simmons (L. S.)

State of South Carolina.  
County of Greenville.

Personally appeared before me Ben C. Thornton and made oath that he saw the within named L. N. Simmons sign, seal and as his act and deed deliver the within written deed, and