

121 MS 371

NOTICE OF DEED IN LIEU OF FORECLOSURE

Know all men by these presents, that I, the undersigned, do hereby make and declare unto you, my attorney, the sum of \$ 9,000.00 due and payable

on or before

the 1st day of January, 1957, for the payment of which sum I do hereby bind myself, my heirs, executors, administrators, successors, assigns, and personal representatives, to pay, and to pay over, to you, my attorney, the sum of \$ 9,000.00, or such sum as may be advanced to or

for me by you, or for me by any other person, for the payment of taxes, interest, principal, improvements, repairs, or for any other purpose:

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT THE MORTGAGOR, IN CONSIDERATION OF THE AFORESAID DEBT, AND IN ORDER TO SECURE THE PAYMENT THEREOF, AND OF ANY OTHER AND FURTHER SUMS WHICH THE MORTGAGEE MAY BE INCURRED TO THE MORTGAGEE AT ANY TIME FOR ADVANCES MADE TO OR FOR HIS USE, AND FOR THE PAYMENT OF TAXES, INTEREST, PRINCIPAL, IMPROVEMENTS, REPAIRS, OR FOR ANY OTHER PURPOSE, HAS GRANTED, BY THE PRESENTS, UPON THE FAITH OF THE FURTHER SUM OF THREE DOLLARS (\$3.00) TO THE MORTGAGEE IN HAND WELL AND TRULY PAID BY THE MORTGAGEE, OR AND BEFORE THE SEALING AND DELIVERY OF THESE PRESENTS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAS GRANTED, RELEASED, PAID AND REMOVED, AND BY THESE PRESENTS DOES GRANT, BARGAIN, SELL AND RELEASE UNTO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS:

"ALL THAT CERTAIN PLAT, PART OR LOT OF LAND, WITH ALL IMPROVEMENTS THEREON, OR HEREAFTER CONSTRUCTED THEREON, SITUATED, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, NEAR THE CITY OF GREENVILLE, BEING KNOWN AND DESIGNATED AS LOT #15 OF BLOCK D ON PLAT OF BROOKFOREST, RECORDED IN PLAT BOOK "BB", PAGES 40 AND 41, OF THE R.M.C. OFFICE FOR GREENVILLE COUNTY AND HAVING, ACCORDING TO A SURVEY MADE BY R. W. DALTON IN MARCH, 1956, THE FOLLOWING METES AND BOUNDS, COURSES AND DISTANCES, TO-WIT:

BEGINNING AT AN IRON PIN ON THE SOUTHWEST SIDE OF WOODMONT CIRCLE THE FRONT JOINT CORNER OF LOTS 14 AND 15; THENCE WITH THE JOINT LINE OF SAID LOTS S. 10-11 W. 198.4 FEET TO AN IRON PIN; THENCE S. 88-06 W. 110.4 FEET TO AN IRON PIN; THENCE CONTINUING S. 88-06 W. 14 FEET TO A POINT IN A BRANCH; THENCE WITH SAID BRANCH AS THE LINE N. 4-22 W. 103 FEET TO A POINT IN SAID BRANCH CORNER OF LOT 16; THENCE WITH THE LINE OF SAID LOT N. 36-07 E. 6 FEET TO AN IRON PIN; THENCE CONTINUING WITH THE LINE OF SAID LOT N. 36-07 E. 149.7 FEET TO AN IRON PIN ON THE SOUTHWEST SIDE OF WOODMONT CIRCLE; THENCE WITH THE SOUTHWEST SIDE OF WOODMONT CIRCLE THE CHORD OF WHICH IS S. 68-38 E. 70 FEET TO THE BEGINNING CORNER.

TOGETHER WITH ALL AND SINGULAR RIGHTS, MEMBERS, HEREDITAMENTS, AND APPURTENANCES TO THE SAME BELONGING IN ANY WAY INCIDENT OR APPERTAINING, AND OF ALL 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 PROMISES 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.