

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
JUL 14 2 32 PM '75
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1372 PAGE 067

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, L. C. Hicks and Sarah Hicks

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. H. Waters and Alvenia Waters

(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 Six Hundred Ninety-six and no/100

Dollars (\$ 696.00) due and payable

in weekly installments of Thirty-Five Dollars (\$35.00) until paid in full.

with interest thereon from date at the rate of 8% per centum per annum, to be paid:

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:

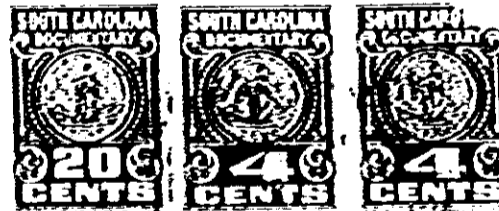
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being known and designated as Lot No. 40 on a map of Lincoln Town, Paris, South Carolina, made by Dalton and Neves, dated June 1945, recorded in the R.M.C. Office for Greenville County in Plat Book "S", page 39, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Bell Avenue, joint corner of Lots Nos. 39 and 40, and running thence with line of Lot No. 39. N. 86-0 W. for 102.5 feet; hence with the rear line of Lots Nos. 55 and 54 S. 4-80 W., for 80 feet to an iron pin, joint corner of Lots Nos. 40 and 41; hence with the line of Lot No. 41, S. 86-0 E., for 93.1 feet to an iron pin on the west side of Bell Avenue; hence with Bell Avenue, N. 10-42 E., for 80.55 feet to an iron pin, the beginning corner.

THIS being a portion of that property conveyed to the/ grantors by M.W. Fore, recorded in Deed Book 376, at page 447, in the R.M.C. Office for Greenville County.

This is the same property conveyed to the within Mortgagors by deed of William R. Babb and Mildred Babb being duly recorded in Deed Book 919 at page 236 in the R.M.C. Office for Greenville County, being recorded June 30, 1971.



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 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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