

James St.
Greenville S.C.
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S.C.
APR 11 2 24 PM '77
BONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1377 PAGE 771

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, John and Helen Samples, Jr.,

(hereinafter referred to as Mortgagor) ^{s are} is well and truly indebted unto Carrie B. Bates, her heirs and assigns forever,

(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 Nine Thousand (\$9,000.00) and No/100 -----
----- Dollars (\$9,000.00) due and payable

in monthly installments of Eighty (\$80.00) Dollars commencing on the 1st. day of October 1976, and continuing on the 1st. day of each month thereafter until both principal and interest are paid in full

with interest thereon from date at the rate of nine (9) per centum per annum, to be paid: monthly

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, near the City of Greenville, being more particularly described as Lot No. 199, Section 1, as shown on plat entitled, "Subdivision of Village Houses, F. W. Poe Manufacturing Company, Greenville S.C.," made by Dalton and Neves Engineers, in July 1950, and recorded in R. M. C. Office for Greenville County S.C., in Plat Book Y, pages 26-31 inclusive, and having the following metes and bounds:

Beginning at an iron pin at the Southwestern intersection of 6th Avenue and C Street, and running thence with C Street S. 48-50 W. 71.4 feet to an iron pin, corner of Lot No. 194; running thence with the line of said Lot, S. 40-25 E. 72 feet to an iron pin, corner of Lot No. 198; thence with line of said Lot, N. 48-50 E. 66 feet to an iron pin on the Southwestern side of 6th Avenue; thence with said Avenue, N. 36-10 W. 72.3 feet to an iron pin, the beginning corner.

The house on this lot is also known as No. 30 6th. Avenue and is the same property conveyed to ~~the parties herein as Don Hobbs and Bonnie Hobbs on February 27, 1962, said deed recorded in Book 691, page 388, R.M.C. Office Greenville County, S.C.~~ the mortgagors herein by Carrie B. Bates, deed recorded in R. M. C. Office Greenville County, S. C. in Deed Book 1042, page 852.

3.3.60



Together with all and singular rights, members, herditaments, 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 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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