

AFFIDAVIT
FILED

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

AUG 9 10 54 AM '77

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DONNIE S. TANKERSLEY } MORTGAGE OF REAL ESTATE
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Irby and Hagar Simpson, 310 Almeda Street, Greenville, S.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto The City of Greenville, a Municipal Corporation, P.O. Box 2207, Greenville, SC 29602

(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

Five Thousand Seven Hundred Twenty Six & 00/100s—Dollars \$ 5,726.00 due and payable
\$55.29 a month for 120 months with the last payment being \$55.37

with interest thereon from date of execution at the rate of 3 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, being known and designated as Lot Number One (No. 1), as shown on plat made by W. J. Riddle, Surveyor, dated April 1941 of Subdivision known as Nichol Town Heights #2 and recorded in the RMC Office for Greenville County in Plat Book M at Page 5, and having the following metes and bounds, to-wit:

This lot has a frontage of 158.3 feet on Cook Street, now known as Almeda Avenue or Street; 139 feet on the rear; and 75.8 feet on the west, adjoining lots Nos. 3 and 4.

DERIVATION: This is the same property conveyed to the grantor from Sara B. Cleveland, individually and as executrix and trustee under the will of J. R. Cleveland, deceased and is recorded in the RMC Office in deed volume 1053 page 958 on April 4, 1977 at 1:03.

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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