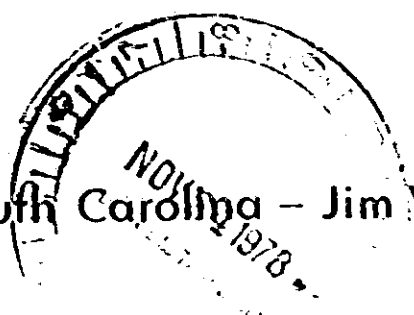


4



Greenville
BOOK 1451 PAGE 170

Mortgage Deed - South Carolina - Jim Walter Homes, Inc.

STATE OF SOUTH CAROLINA

COUNTY OF

WHEREAS, *William Robert Middleton & wife Kathryn L. Middleton*, hereinafter called the Mortgagor, are well and truly indebted to JIM WALTER HOMES, Inc. hereinafter called the Mortgagee, in the full and just sum of *Thirty nine thousand, nine hundred, sixty and no/100* Dollars, (\$*39,960.00*) evidenced by a certain promissory note in writings of even date herewith, which note is made a part hereof and herein incorporated by reference, payable in *180* monthly installments of *Two hundred, twenty-two and no/100* Dollars (\$*222.00*) each, the first installment being due and payable on or before the *5th* day of *February*, 19*79*, with interest at the rate of six per cent (6%) per annum from the date of maturity of said note until paid, and said Mortgagor having further promised and agreed to pay ten per cent (10%) of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms and tenor of said note, and also in consideration of THREE (\$3.00) DOLLARS to them in hand well and truly paid at and before the sealing and delivery of these presents, 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 Mortgagee, all that tract or lot of land lying, being and situated in *Greenville* County, State of South Carolina and described as follows, to-wit:

All that certain piece, parcel or lot of land, situate, lying and being in Greenville Township, Greenville County, State of South Carolina and being known and designated as a portion of Lot 11 of Block B on a plat of property of J. Edd Means prepared by W. J. Riddle in January, 1940 and being recorded in the R.M.C. Office for Greenville County in Plat Book J at Pages 186 and 187 and being more recently shown on a plat entitled "Property of William Robert Middleton and Kathryn L. Middleton" and being prepared by Carolina Surveying Co., dated November 2, 1978 and being recorded in the R.M.C. Office for Greenville County in Plat Book *6-X* at Page *52*, containing 0.23 acres, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Alma Avenue 52.6 feet from the intersection of Alma Avenue and Agnes Street and running thence on the Southwestern side of said Avenue S 65-33 E 163 feet to an Old Iron Pin at the joint corner of the within property and lot 6; thence turning and running along the joint line of the with property and lot 6 and lot 5,

S 20-17 W 129.2 feet to an iron pin in the line of lot 5 at the joint corner of the within property and the remaining portion of lot 11; thence turning and running with the joint line of the within property and the remainder of lot 11, now property of Flossie Smith, N 32-58 W 86.5 feet to an iron pin; thence continuing with the joint line of said lot N 10-31 E 60 feet to the point of beginning.

The above said .23 acre is the identical property conveyed in Deed of Flossie Langford also known as Flossie L. Smith, Grantor to William Robert Middleton and Kathryn L. Middleton having been made and duly executed November 3, 1978.

Herewith, the above said deed is being Recorded in the RMC Office of Greenville County, South Carolina. in book *1092* page *520*

100

0170

4328 RV-2.1