FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINAJUN 03 3 50 PH '79 COUNTY OF Greenville DONNES. TANKERSLEY

James L Simpson & Sarah A Simpson

(hereinafter referred to as Mortgagor) is well and truly indebted unto

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mortgagors Title was obtained by Deed

From J W Pitts and

Recorded on \_5\_9 , 19 66 .

See Deed Book # 798, Page 44

of Greenvil Rounty.

First financial Services Inc D/B/A Fairlane Finance Co

(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

Fifteen Thousand, Nine Hundred Dollars and No Cente Dollars (\$ 15,90000 ) due and payable Whereas the first payment being due on July 13 1979 in the amount of Two Hundred Sixty Five Dollars and No Cents (265.00) and each additional payment being due on the thirteenth of each month in the amount of Two Hundred Sixty Five Dollars and No Cents (265.00) until paid in full.

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WHEREAS,

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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

ALL that certain piece, parcel, or lot of land in the City and County of Greenville, State of Sourh Carolina, being shown and designated as Property of James Lee Simpson Jr. and Sarah A. Simpson, on plat prepared By R B Bruce RLS, 28 April 1966, and recorded in the RMC Office for Greenville County, S.C. in Plat Book "MMM" at page 95.

Said lot fronts on the easterly side of Elm Street 63.3 feet, has a depth of 158 feet on the northerly side (along Otis Street), has a depth of 139.8 feet on the southerly side, and is 50 feet across the rear.

The within conveyance is subject to utility easements, rights-of-way, and restrictions of record.



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.

OO 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.

328 RV-2