

970

MORTGAGE OF REAL ESTATE - BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.

GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

Vol 1477 Page 103

BOOK 68 PAGE 1977

NOV 21 1 35 PM '79 DONNIE S. TANKERSLEY R.H.C.

WHEREAS, Howard C. Simmons and Doris D. Simmons

(hereinafter referred to as Mortgagee) is well and truly indebted unto Wilson K. Smith and Deborah V. Smith

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty-One Thousand Five Hundred and No/100

Dollars (\$ 21,500.00 ) due and payable

in full on or before October 30, 1979 to an iron pin on the west side of South Main Street; running thence with the west side of South Main Street, S.09-30 W. 80 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagees herein by deed from Wilson K. Smith and Deborah V. Smith recorded in the RMC Office for Greenville County on August 21, 1979.

THE mailing address of the Mortgagee herein is: 202 S. Limestone Street Gaffney, South Carolina 29640

DEPARTMENT OF SOUTH CAROLINA REVENUE TAX COMMISSION REC'D NOV 13 1979

Consolidated Donnie S. Tankersley R.H.C.

NOV 13 1979

GREENVILLE CO. S.C. FILED NOV 13 9 23 AM '79 DONNIE S. TANKERSLEY R.H.C.

Witness: Cynthia R. Horn

This Mortgage is Satisfied and Paid in full this 26 day of October, 1979 x Wilson K. Smith x Deborah V. Smith

LAW OFFICES OF THOMAS C. BRISSEY, P.A.

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 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV-2