Greenville, S. C.

200 1420 222 281 Edwards and Wood Attorneys-at-Law P.O. Box 126 Greer, S.C. 29651

MORTGAGE OF REAL ESTATE

WHEREAS,

COUNTY OF GREENVILLE \

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We, Richard Latimore and Hattie Latimore

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

George M. Sparks, Jr.

(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 --- One Thousand Eight Hundred Sixty-two and in 36 monthly installments of \$58.38 each, commencing on the first day of January, 1978, and on the first day of each month thereafter, except that if not sooner paid, the final installment of principal and interest will be due and payable December 1, 1980

with interest thereon from date at the rate of eight 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 theroof, 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 fruly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereat 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 as-

"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, in Greenville Township, in the City of Greenville, being known and designated as Lots Nos. 3 and 4 according to a plat by Dalton and Neves, dated January 4, 1937, now on file in Judgement Roll E-6584 in the Office of the Clerk of Court of Common Pleas, said lots are more particularly described as follows:

LOT NO. 3: Beginning on the west side of Mitchell Alley, 157 feet north of Gower Street; thence, running with the rear line of Lots No. 2, N. 58-15 W. 50 feet to the joint corner of Lots Nos. 1, 2 and 3 and 4; thence, with the line of Lot No. 4 N. 33 E. 60 feet to corner of Lot No. 4; thence, iwth north line of this said Lot 3, S. 58-15 E. 50 feet to Mitchell Alley; thence, S. 33 W. 60 feet to the beginning corner.

LOT NO. 4: Beginning 50 feet from the west side of Mitchell Alley (formerly Burns Alley), on line of Lots Nos. 1 and 2; thence, running N. 33 E. 60 feet to a pin on rear line of said lot, joint corner of Lots Nos. 3 and 4; thence, N. 58-15 W. 49 feet to a pin; thence, S. 33 W. 60 feet to a pin, the joint corner of Lots Nos. 4 and 1; thence, with rear line of Lot No. 1 S. 58-15 E. 49 feet to the beginning corner.

BOYD WILSON KATE DERIVATION: See deed of Latimore and Hattie Latimore, recorded <u>Serr. 9, 1970</u> in Deed Book 102 at Page 362 in the R.M.C. Office for Greenville County, South Carolina.

NO TITLE SEARCH.

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 thereform, 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 fec simple absolute, that it has good right and is lawfully authorized to self, 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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