FILED GREENVILLE, CO. S. C.

1988 na 29

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

ORNIE S. TANAER STEALL WHOM THESE PRESENTS MAY CONCERN: R.H.C.

WHEREAS, James Simpson and Sarah A. Simpson

(hereinafter referred to as Mortgagor) is well and truly indebted unto a Municipal Corporation,

The City of Greenville / its Officers, Employees and Assigns, Forever

(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

Three Thousand and no/100s----- Dollars (\$ 3,000.00) due and payable

with interest thereon from date of executions the rate of 1 (one) per centum per annum, to be paid: \$26.28 per month with \$26.43 last payment for 120 consecutive months.

WHEREAS, the Mortgagor may be reafter 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 Mortgagore at any time for advances made to or for his account by the Mortgagore, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagore at and before the scaling 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 Mortgagore, 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, City of Greenville, 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 "MAM", at Page 95.

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

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

DERIVATION: Book 798 at Page 44, Recorded May 9, 1966 from J. W. Pitts. at 3:36 p.m.

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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