

TITLE TO REAL ESTATE

ATLANTIC LIFE INSURANCE COMPANY -- WARRANTY DEED

Re: Real Estate No. 4469

State of South Carolina,
County of Greenville.Approved for Execution
W.S.H.

KNOW ALL MEN BY THESE PRESENTS:

That This deed, made as of the 23rd day of September, 1941, by and between ATLANTIC LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Virginia, with its Home Office and principal place of business in the City of Richmond, State of Virginia, hereinafter called the grantor, and W. R. Cason, of the County of Greenville, State of South Carolina, hereinafter called, whether one or more, the grantee;

W I T N E S S E T H :

That for a good and valuable consideration, the sufficiency whereof is hereby expressly acknowledged, part thereof having already been paid in cash at and before the sealing and delivery of these presents, the balance amounting to the principal sum of Thirty-five Hundred and 00/100 Dollars (\$3500.00), together with interest thereon from October 1, 1941, until paid at the rate of five (5) per centum per annum, payable, principal and interest, in One Hundred and Seventy-nine (179) equal monthly instalments of Twenty-seven and 69/100 Dollars (\$27.69) each on the first day of each month hereafter beginning, however, November 1, 1941, and one last instalment of Twenty-four and 32/100 Dollars (\$24.32) plus accrued interest on October 1, 1956, to secure which said balance and interest a vendor's lien is hereby expressly retained in the form of and to be secured by a certain purchase money Mortgage, Deed of Trust, or Loan Deed, as the case may be, from the grantee to said ATLANTIC LIFE INSURANCE COMPANY, conveying as security the real estate hereinafter described, the said instrument to be of even date and recorded simultaneously herewith, and reference to the same being now hereby expressly made, the grantor has bargained, sold, released, granted, conveyed and confirmed, and by these presents does hereby expressly bargain, sell, release, grant, convey and confirm unto the grantee and unto the grantee's heirs and assigns in fee simple, forever, and with GENERAL WARRANTY, except as hereinafter stated, the following described real estate, to-wit:

All that certain piece or parcel lying and being situate in the City and County of Greenville, State of South Carolina, on the south side of Otis Avenue, being known and designated as a portion of Lot No. 1, Block "A", of the O. P. Mills property as shown on plat recorded in the R. M. C. Office for Greenville County, in Plat Book "C", page 179, and having, according to a survey made by C. H. Millard, Engineer, July, 1926, the following metes and bounds, to-wit:

Beginning at a point on the south side of Otis Avenue, which point is 213 feet west of the intersection of Augusta Street and Otis Avenue, and running thence along the south side of Otis Avenue, S. 71-35 W. 60 feet to an iron pin; thence S. 18-05 E. 151.3 feet to an iron pin; thence N. 63-33 E. 60.8 feet to an iron pin; thence N. 18-00 W. 143.1 feet to an iron pin on the south side of Otis Avenue, the point of Beginning.

Being the same real estate conveyed to the grantor from E. Inman, Master, by deed dated September 9, 1932, and recorded in the office of the R. M. C. in and for the County of Greenville, State of South Carolina, in Volume 165, page 385.

TO HAVE AND TO HOLD the said real estate with all and singular, the improvements, rights, members, easements, hereditaments and all other privileges and appurtenances to the same belonging or in anywise appertaining, to the only proper use, benefit and behoof of the grantee and the grantee's heirs and assigns in fee simple forever, it being UNDERSTOOD AND AGREED, NEVERTHELESS, that this sale and conveyance if of country or farm property is in gross and not be the acre, and furthermore, is made expressly subject (1) to the lien of any and all ad valorem taxes against the said real estate for the year 1941, and subsequent years, except that the grantor undertakes and agrees to pay three fourths of such taxes for the year but only the year 1941, as well as (2) to the lien or charge upon the said real estate of any and all special assessments which on or after October 1, 1941, become due and payable, and (3) to all conditions and restrictive covenants of record, if any, which may be binding upon the said real estate; and (4) to possible encroachments by or upon the said premises, if any there be;

Except, however, to the extent aforesaid, the grantor covenants with the grantee and the grantee's heirs, executors, administrators and assigns, that it is lawfully seized in fee simple of the said real estate, and has good and sufficient right to sell and convey the same; that it has done no act to encumber the said real estate and will execute such further assurances of the same as may be requisite; that the said grantee shall have quiet possession of the said real estate, and that it, the grantor, will warrant and defend the said real estate against the lawful claims and demands of any and all persons or parties whom or whatsoever.