

FILED GREENVILLE, S.C.

MORTGAGE OF REAL ESTATE GREENVILLE, S.C. Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA JAN 12 4 14 PM '70
COUNTY OF GREENVILLE LILLIE FARNSWORTH
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, TINDAL PROPERTIES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAROLINE M. SIMPSON, as Executrix of the Estate of W. C. Simpson, deceased

(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

Six Thousand Three Hundred Thirty-Two and No/100ths Dollars (\$ 6,332.00) due and payable

\$3,166.00, plus interest, on April 8, 1970 and \$3,166.00, plus interest, on July 7, 1970,

with interest thereon from Date at the rate of 3% per centum per annum, to be paid: April 8, 1970 and July 7, 1970

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

Greenville in Ward 6 of the City of Greenville, being known and designated as Lot No. 38 of Block B, of the subdivision of the property of Cagle Land Company as shown on a plat thereof, said plat being recorded in the R.H.C. Office for Greenville County in Plat Book C, at page 238, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Tindal Avenue, the corner of Lot No. 37, Block B, and running thence along the line of that Lot, S. 4-10 E. 150.3 feet to an iron pin; thence S. 89-07 W. 50 feet to an Iron pin at the rear corner of Lot No. 39; thence along the line of that Lot, N. 8-21 W. 151.2 feet to an iron pin at the corner of said Lot on the South side of Tindal Avenue; thence with the South side of Tindal Avenue, N. 89-07 E. 61 feet to the beginning point.

Being the same property conveyed to the Mortgagor by the Mortgagees by Deed of even date.

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 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.