

181-69

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

NOTICE OF DEED IN LIEU OF FORECLOSURE

IN THE COURT OF COMMON PLEAS AND CHANCERY, STATE

OF GREENVILLE, SOUTH CAROLINA, NO. 181-69

WHEREAS, We, the said James H. and Irina A. Bagwell

(hereinafter referred to as Mortgagor) is now and truly indebted unto **Pickensville Finance Company**

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date hereto, the terms of which are incorporated herein by reference, to the sum of **Seven Thousand Eight Hundred and 00/100 Dollars (\$7,800.00)** due and payable

In 60 successive monthly payments, commencing March 1, 1972, at the rate of **\$133.33 per month**, and every six months thereafter, to the center point of Capital Ave., near the City of Greenville, being shown as Lot 2 on plat of James D. Cordell property, said plat made by C.C. Jones, December 18, 1962, and recorded in the RMC Office for Greenville County, with interest thereon from date of the rate of **eight** per centum per annum, to be paid: **semi-annually**.

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: **Forever**:

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, situate, lying and being on the eastern side of Sandra Ave., near the City of Greenville, being shown as Lot 2 on plat of James D. Cordell property, said plat made by C.C. Jones, December 18, 1962, and recorded in the RMC Office for Greenville County in Plat Book EEE, Page 21, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the northeastern side of Sandra Avenue Extention at the corner of Lot No. 2 and Malone Property and running thence N. 63-0 W 86 feet along Sandra Avenue Extention to a point at the joint front corner of Lot Nos. 2 and 3; thence N. 25-25 E. 153.2 feet along joint line of said lots to a point at the joint rear corners of Lots Nos. 2 and 3; thence S. 67-0 E. 101.5 feet to a point at the joint rear corner of Lot No. 2 and the "Malone Property"; thence S. 31.0 W 161.8 feet along the joint of said property to the point of beginning.

Together with all and singular rights, members, hereditaments, 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 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.

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