

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

3 12 PM
DONNE C. TANNER
S.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Fayette Louis Sims and Billie Jo P. Sims

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

William M. Tindal

(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

Eight Thousand and No/100----- Dollars (\$8,000.00) due and payable
in equal monthly installments of \$97.07, commencing December 1, 1975,
and continuing on the first of each and every month thereafter until paid
in full, payments including

with interest thereon from date at the rate of \$ 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 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, City of Greenville, in a section known as Northgate Heights, fronting seventy feet on the North side of Montclair Avenue (formerly known as West Fairview Avenue), being Lot No. 7 and part of Lot No. 8, as shown on plat of Highland Terrace, Hindman Development Addition to Greenville, dated October, 1936, and recorded in Plat Book K Pages 120-122, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin, joint corner of lot owned by O. W. Dixon, said joint corner being 310.2 feet from and West of Northwestern corner of intersection of Montclair Avenue and Water Street; and running thence N. 80-08 W. 70 feet along Montclair Avenue to an iron pin, joint corner with lot owned by Sadie Haley Duff; thence N. 9-52 E. 150 feet to an iron pin on a twelve foot alley; thence along the line of said alley, S. 80-08 E. 70 feet to an iron pin, joint corner of lot of O. W. Dixon; thence S. 9-52 W. 150 feet to an iron pin, the point of beginning.

This mortgage is second and junior in lien to that certain mortgage this date given by the mortgagors to Fidelity Federal Savings and Loan Association in the original amount of \$24,000.00.

3.3.20



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

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