

MORTGAGE OF REAL ESTATE - Prepared by EDWARDS & MCPHERSON, Attorneys at Law Greenville, S. C. - Greer, S. C.

BOOK 1170 PAGE 505

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FAY MORRIS MORTGAGE OF REAL ESTATE R.M.C.

BOOK 1357 PAGE 736

TO ALL WHOM THESE PRESENTS MAY CONCERN:

9 Rem January 1976  
9:37 1957 736  
A 17499  
Donnie S. Tankersley

WHEREAS, I, Audrey Chitwood

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

(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

Two Thousand Five Hundred----- Dollars (\$ 2,500.00 ) due and payable

at the rate of Thirty-seven and 74/100 (\$37.74) Dollars per month, beginning 30 days from date and each month thereafter for 84 months

with interest thereon from date at the rate of 7 1/2 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, in or near the City of Greer, S. C. and being more particularly described as Lto number seven (7) as shown on a plat entitled "A subdivision for McCall Manufacturing Company, Greer, S.C." in Plat Book S., page 76, according to said plat the within described lot is also known as No. 212 Franklin Street and fronts eighty (80) feet thereon.

Reference is hereby made to a deed recorded in Deed Book 388, page 197 for the restrictions on the above property.

This is a purchase money mortgage.

ASSIGNMENT OF MORTGAGE:

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

JAN 9 9 37 AM '76

DONNIE S. TANKERSLEY

PAID 25

17499

I, Clarence E. Atkins, Executor of the Estate of Gracie P. Fitts, Shown in Apt. 1384- File 34 in Probate Court, Greenville County, S. C., for value received, do hereby assign, transfer and set over to Clarence E. Atkins, as an individual, the within Mortgage and Note which secures without recourse this 9th day of January, 1976.

WITNESSES:

Ruth Clark  
Hope G. Skinner

Clarence E. Atkins  
Executor, Est. of Gracie P. Fitts, Deceased  
Apt. 1384 File 34

Personally appeared Hope G. Skinner, who states that she witnessed the above assignment with Ruth Clark, and did see Clarence E. Atkins sign said assignment.

Hope G. Skinner

Sworn to before me this 9th Day of January 1976

Ruth Clark  
Notary Public for S. C.  
Expires 12/10/79

FOR REM TO THIS ASSIGNMENT SEE BOOK 1170-PAGE 505

RECORDED JAN 9 '76 At 9:37 A.M.

Together with all and singular rights, members, herditaments, 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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