

MORTGAGE OF REAL ESTATE

WALKER, EWING & COSEWELL CO., CHARLESTON, S. C. 14566-8-13-40

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Clyde Simmons and Mrs. Lula Simmons of the County of Greenville, in the State aforesaid
SEND GREETING:

WHEREAS, We, the said Clyde Simmons and Mrs. Lula Simmons are indebted in and by our certain Note--bearing date the 30th day of January, A. D., 1942, in the sum of Twelve Hundred Fifty & No/100 DOLLARS, payable to E. L. Ross or order, Payments to be made every three months, at the rate of Fifty Dollars (\$50.00) every three months, the first payment to be made April 30, 1942, and thereafter on the 30th day of the month of each succeeding three months with privilege to pay any larger sum than \$50 at any time, as in and by said Note--reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we the said Clyde Simmons and Mrs. Lula Simmons in consideration of the said debt and Note--aforesaid, and the performance of the covenants hereinafter named and contained, to the said E. L. Ross according to the conditions of the said Note--and also in consideration of the sum of ONE DOLLAR to us in hand well and truly paid by the said E. L. Ross at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents DO GRANT, BARGAIN, SELL and RELEASE unto the said E. L. Ross the following:

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, lying on the East side of Albert Street, and having the following courses and distances according to a plat of property known as "Marchant Place", which plat is on record in the R. M. C. Office for Greenville County in Plat Book 109, page 197, to-wit:

Beginning at an iron pin on edge of Albert Street, defined of lots Nos. 25 and 26 on said plat, and runs thence with the line of lot No. 26 ~~80.30 feet~~ ^{80.30 feet} to an iron pin on branch; thence up the meanders of said branch 79 feet to an iron pin on branch; thence S. 80.30 W. to an iron pin on Albert Street; thence along the edge of Albert Street S. 9.30 E. 79 feet to the beginning corner, being all of lot No. 25 as shown by record of the aforesaid plat, and also 10 feet in uniform width cut off from lot No. 24 on said plat.

This is the identical property conveyed to M. L. Tooke by Kate O. White, by deed dated August 29, 1930, recorded in the R. M. C. Office for Greenville County in Vol. 188, page 86. Also same conveyed to Claude B. Cannon by M. L. Tooke on the 20th day of Jan. 1941, deed recorded in R. M. C. Office for Greenville County in Book 230 page 122, and from Claude B. Cannon to Clyde Simmons and Mrs. Lula Simmons.

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said E. L. Ross, his Heirs and Assigns forever. And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said E. L. Ross, his Heirs and Assigns from and against us and our Heirs, Executors, and Administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if said Mortgagor--do and shall well and truly pay or cause to be paid unto the said Mortgagee--or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note--; and do and perform all of the covenants and agreements herein contained, then this Deed or Bargain shall cease, determine, and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed, by and between the parties that the said Mortgagor--their Heirs, Executors and Administrators, shall and will insure the house and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said Mortgagee--in a sum not less than Fifteen Hundred & No/100 (\$1,500.00) Dollars, against loss or damage by fire, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said Mortgagee--, and in case that we fail to do so the said Mortgagee--, Executors, Administrators or Assigns may cause the same to be done and reimburse himself for the premiums and expenses with interest thereon at the rate of 8 per cent. and that the same shall stand secured by this mortgage.

2. It is also Covenanted and Agreed, that the said Mortgagor--shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case they fails so to do the said Mortgagee may cause the same to be paid and reimburse himself therefor with interest at the rate of 8 per cent. per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor their agents and tenants