

FILED
GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA
COUNTY OF Greenville
APR 23 3 44 PM '69
OLLIE FARNSWORTH
R. M. C.

BOOK 1123 PAGE 551

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, James E. Simmons, Joseph S. Poole and Everett E. Simmons of the State and County aforesaid (hereinafter referred to as Mortgagor) is well and truly indebted unto Betty J. Simmons

(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 Nine Hundred Ninety Five and no/100----- Dollars (\$ 995.00-----) due and payable interest only for first twenty-four months. A cash payment of \$25.00 on March 22, 1971 and a like payment of \$25.00 cash on the 22nd day of each and every successive month thereafter until paid in full. Payments first apply to interest and then to principal.

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, Cleveland Township, being known as Lot #1 as shown on plat thereof made by Terry Dill of the property of P. D. Jarrard, on October 20, 1960 and is recorded in Plat Book VV at Page 167 and is described as follows:

BEGINNING at an iron pin on the Geer Highway corner of Lot #1 and #2, running thence along lot lines (1 and 2) N. 56-08 E. 185.7 feet to an iron pin; thence along Spring Court Street S. 21-30 E. 85.01 feet to an iron pin; thence continuing along Spring Court Street S. 57-10 W. 164.4 feet, to an iron pin in the right-of-way of U. S. Highway 276; thence along highway right-of-way N. 36-20 W. 80 feet to the beginning corner.

The above being a portion of the land deeded to P. D. Jarrard by E. Inman for H. C. Beattie, et al, recorded on the 28th day of September 1959, Book R, Page 694; also W. H. Beattie, et al, recorded on the 7th day of November 1959, Book 633 Page 208. The above being land deeded to Betty J. Simmons by P. D. Jarrard and recorded on the 29th day of July, 1964, in Book 751 of Deeds, Page 189.

This mortgage is junior and subordinate only to that certain mortgage given to Travelers Rest Federal Saving & Loan recorded in the R.M.C. Office for Greenville County in Book _____ at Page _____.

Should at any time the partnership of Thrice Machine Works with partners, James E. Simmons, Joseph S. Poole and Everett E. Simmons, be dissolved or cease to be from any reason then it is mutually understood and agreed that this lot and building thereon shall revert back to Betty J. Simmons with her assuming the unpaid balance on a prior note and mortgage payable to Travelers Rest Federal Savings and Loan, number 1696.

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.