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BOOK 1199 PAGE 61

HORTON, DRAWDY, DILLARD, MARCHBANK, CHAPMAN & BROWN, P.A., 307 FETTER STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLE PARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JERALD A. GARRETT and JANE H. GARRETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto RUSSELL SIMMONS and CAROL F. 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 One Thousand Six Hundred Eighty and No/100-----

----- Dollars (\$ 1,680.00) due and payable

in equal monthly installments of \$70.00 beginning one month from the date hereof and to continue until paid in full. All payments to be first applied to principal and the balance to interest.

maturity

with interest thereon from ~~date~~ at the rate of six (6%) per centum per annum, ~~to wit:~~

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 piece, parcel or lot of land, situate, lying and being on the North-western side of Lynchburg Drive in Greenville County, South Carolina, being shown and designated as Lot No. 24 on a plat of Section 1, Richmond Hills, dated April 20, 1965, prepared by Carolina Engineering & Surveying Company and recorded in the RMC Office for Greenville County, South Carolina in Plat Book JJJ, page 81, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwesterly side of Lynchburg Drive at the joint front corner of Lots 23 and 24; thence with the common line of said lots N. 60-45 W. 150 feet to an iron pin in the line of Lot 39; thence with the line of Lots 38 and 39, N. 29-15 E., 100 feet to an iron pin at the joint rear corner of Lots 24 and 25; thence with the joint line of said lots S. 60-45 E. 150 feet to an iron pin on the Northwestern side of Lynchburg Drive; thence with the Northwestern side of said drive S. 29-15 W. 100 feet to an iron pin, the beginning corner.

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.