

MAIL TO
GADDY & DAVENPORT
P. O. BOX 10267
GREENVILLE, S. C.

FILED
GREENVILLE CO. S. C.

1974-137

JUN 10 10 32 AM '74

SONNIE S. TANKERSLEY
R.M.C. **MORTGAGE**

THIS MORTGAGE is made this 7th day of June, 1974, between the Mortgagor, Emmitt L. Simmons, Jr., and Wanda B. Simmons (herein "Borrower"), and the Mortgagee, AIKEN-SPEIR, INC., a corporation organized and existing under the laws of the State of South Carolina, whose address is Florence, S. C. (herein "Lender").

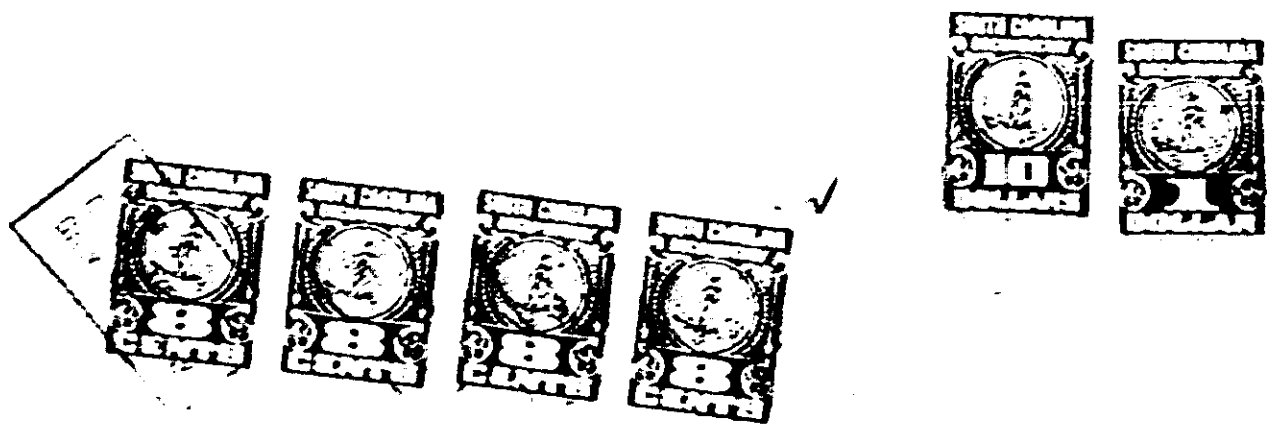
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Eight Thousand Three Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2004

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain lot of land lying in the State of South Carolina, County of Greenville, on the northwestern side of Lynchburg Drive, shown as Lot 19, Section 1 of Richmond Hills, recorded in the R.M.C. Office for Greenville County in Plat Book JJJ, page 81, and being further described as follows:

BEGINNING at an iron pin on the northwestern side of Lynchburg Drive at the joint corner of Lots 19 and 18, and running thence along the line of Lot 18, N. 60-45 W. 150 feet to an iron pin at the joint corner of Lots 8 and 9; running thence along the line of Lots 8 and 9, N. 29-15 E. 100 feet to an iron pin at the joint corner of Lots 9, 10 and 20; running thence along the line of Lot 20, S. 60-45 E. 150 feet to an iron pin on the northwestern side of Lynchburg Drive; thence along Lynchburg Drive, S. 29-15 W. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed from Bobby S. Adams and Zelma G. Adams of even date herewith to be recorded herewith in the R.M.C. Office for Greenville County.



To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall, on the day when due the principal of and interest on the indebtedness evidenced by the Note, or payment and interest as provided in the Note, and the payment and interest on any Future Advances made by this Mortgage.

0137

4328 RV-2