

FILED
GREENVILLE, CO. S. C.

DEC 23 4 30 PM '77

BOOK 1388 PAGE 187

LOUISE S. TAYLOR-BESLEY
C.L.A.

The State of South Carolina,

County of Greenville

To All Whom These Presents May Concern: WILBUR BERNARD SIMMONS, JR., AND

CAROLYN L. SIMMONS

SEND GREETING:

3462-100M

C.C.O. 15

Whereas, we, the said Wilbur Bernard Simmons, Jr., and Carolyn L. Simmons in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to Gertrude Holmes and Lonita Boggs

in the full and just sum of Fourteen Thousand and No/100 (\$14,000.00)-----Dollars

, to be paid payable as follows: \$7,000.00 on March 1, 1977, and \$7,000.00 on March 1, 1978

, with interest thereon from on the unpaid principal balance

at the rate of seven per centum per annum, to be computed and paid at the same time as and in addition to the aforesaid principal/balance until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we, the said Wilbur Bernard Simmons, Jr., and Carolyn L. Simmons, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Gertrude Holmes and Lonita Boggs according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said Wilbur Bernard Simmons, Jr., and Carolyn L. Simmons, in hand well and truly paid by the said Gertrude Holmes and Lonita Boggs

at and before the signing 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 Gertrude Holmes and Lonita Boggs, their heirs and assigns, forever:

All that piece, parcel or tract of land, containing 5.63 acres, more or less, situate, lying and being near the Western terminus of Holly Lane near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a .66 acre tract, a 1.04 acre tract, a 1.19 acre tract, a 2.09 acre tract and a .65 acre tract, as shown on a plat prepared by C. O. Riddle, dated July 2, 1976, entitled "Property of Dr. Gertrude Holmes & Dr. Lonita Boggs", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-X at page 47, and having, according to said plat, the following metes and bounds:

(Cont'd.)

DOCUMENTARY
STAMP
TAX 205.00
REC'D

4328 RV.2

0187