

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

APR 27 3 33 PM '77 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, I, JOHNNY W. OSTEEN, JR.,

hereinafter referred to as Mortgagor) is well and truly indebted unto MAMIE H. SIMS & BROADUS C. SIMS

(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

SIXTEEN THOUSAND AND NO/100-----

Dollars \$16,000.00 due and payable

\$300.00 per month with payments first to be applied to interest and balance to principal with first payment to be February 2, 1977, and each month thereafter

with interest thereon from date at the rate of 8% 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 Mortgagee in hand well and truly paid by the Mortgagor 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:

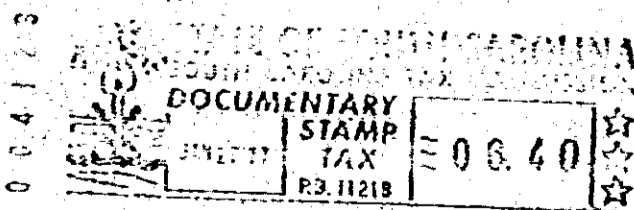
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Greenville, containing .31 acres according to plat made for heirs of Belton Sims, Jr., by survey of J. C. Hill dated January 14, 1960, and recorded in the RMC Office for Greenville County in Plat Book TT, at page 174, and according to said plat being more particularly described as follows:

BEGINNING at an iron pin on the eastern side of Markley Street 30 feet from the center of Southern Railroad track, joint front corner with Bruce Oil Company, and running thence along Bruce Oil Company line N. 51-50 E. 112.9 feet to iron pin; thence N. 64 W. 257 feet to iron pin; thence S. 50-30 W. 6 feet to iron pin; thence S. 40 E. 231 feet to iron pin, being the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagees of even date herewith and recorded in the RMC Office for Greenville County simultaneously.

This mortgage is to be paid to the respective persons \$150.00 each month to Mamie H. Sims and \$150.00 each month to Broadus C. Sims, and Johnny W. Osteen, Jr. agrees that he will make the \$300.00 payments by sending \$150.00 to Mamie H. Sims and \$150.00 to Broadus C. Sims each and every month.

If Johnny W. Osteen, Jr. becomes delinquent for 60 days, the holders of the mortgage have the right to foreclose the mortgage without further notice.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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