

FILED
GREENVILLE CO. S. C.
APR 20 1 53 PM '77
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

THIS MORTGAGE is made this 19th day of April, 1977, between the Mortgagor, Samuel C. Simmons and Vickie M. Simmons

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Four Thousand Eight Hundred and No/100 (\$34,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 19, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on thirty years from date...

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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near Marietta, South Carolina being shown as a 7.95 acre tract on plat of Property of Samuel C. Simmons and Vickie E. Mitchell, prepared by W. R. Williams, Surveyor, dated November 24, 1976 recorded in the Office of the RMC for Greenville County, S.C. in Plat Book 5 Y, page 85, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Highway 414, joint front corner of property herein described and property now or formerly of Roper and Bates; running thence along common line, S. 89-26 W. 646.4 feet to an iron pin on the easterly side of Margaret Avenue; thence along the edge of Margaret Avenue the following courses and distances, to-wit: N. 9-19 W. 68.9 feet to iron pin; N. 44-49 W. 67.6 feet to iron pin; N. 52-05 W. 100.5 feet to an iron pin; N. 31-50 W. 70.8 feet to iron pin and N. 80-52 E. 91.8 feet to iron pin joint corner of property herein described and property now or formerly of Roper and Bates; thence along the common line, N. 72-02 E. 593.5 feet to an old iron pin joint corner of property herein described and property now or formerly of Roper and Bates and property now or formerly of Wilson; thence running along common line of property herein described and property now or formerly of Wilson, S. 68-05 E. 150 feet to an iron pin; thence continuing along common line of property herein described and property now or formerly of Ledford, S. 67-50 E. 210.2 feet to an iron pin on the westerly side of S. C. Highway 414; thence along the westerly side of said highway, the following courses and distances, S. 12-42 W. 134 feet to an iron pin; thence S. 14-21 W. 247 feet to iron pin, point of beginning.

This being the same property conveyed to the mortgagors herein by deed of William Bates and Henry Bates of even date to be recorded herewith.



Highway 414 Marietta, South Carolina
which has the address of [Street] [City]
[State and Zip Code] (herein "Property Address");

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

7.95 ACRES
S. 57.11 W.

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