

# MORTGAGE

THIS MORTGAGE is made this 14th day of May, 1977, between the Mortgagor, JOHN HAROLD SIMMONS and CAROL JEANNE SIMMONS (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-six Thousand Six Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated May 14, 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 May 1, 2002;

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, together with all buildings and improvements thereon, situate, lying and being on the southern side of Beckey Gibson Road, in Greenville County, South Carolina, being shown and designated as Lot No. 6 on a plat of PONDER ROSA VILLAGE, made by Terry T. Dill, Surveyor, dated July 20, 1972, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4-R, at page 27, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Beckey Gibson Road at the joint front corner of Lots No. 5 and 6 and running thence with the common line of said lots, S. 11-47 W., 454.7 feet to an iron pin; thence N. 78-13 W., 100 feet to an iron pin at the joint rear corner of Lots Nos. 6 and 7; thence with the common line of said lots, N. 11-47 E., 458.0 feet to an iron pin on the southern side of Beckey Gibson Road; thence with the southern side of Beckey Gibson Road, S. 74-00 E., 100.0 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the mortgagors by deed of Ponderosa Associates, a General Partnership by deed of even date, to be recorded simultaneously herewith.

JUN 1 1977

350 M

which has the address of Route 2, Beckey Gibson Road Greer South Carolina 29651 (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 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

4328 RV-2

057