

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1402 PAGE 895

APR 1 12 38 PM '77
JOHNNIE S. TARKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JIMMY R. SIMS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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 Four Thousand Seven Hundred Twenty-five and 53/100-----

-----Dollars (\$4,725.53) due and payable

on demand

with interest thereon from _____ date _____ at the rate of 9 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 Mortgagor in hand well and truly paid by the Mortgagee 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:

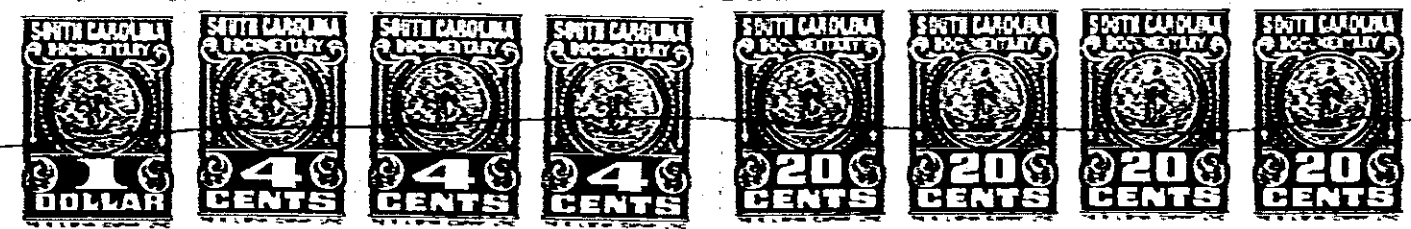
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Dunklin Township, on the Northeast side of the Dunklin Bridge Road, containing two (2) acres, more or less, with the following metes and bounds, to-wit:

BEGINNING at a point in the center of the Dunklin Bridge Road, said point being in the Northern edge of a 12-foot right-of-way leading to lot of Storay, said point measuring a distance of 12 feet N. 46-3/4 W. from the original Southwest corner of a 3.15 acre tract of land as shown on a Plat entitled "Property of J. R. Sims" prepared by T. J. Leslie, Surveyor, on February 2, 1951; and running thence along the center of said Dunklin Bridge Road N. 46-3/4 W. 166 feet to a point, joint front corner with lot belonging to Frank J. and Lois C. Sims; thence with the joint line of the Sims' lot N. 57 E. 275 feet to a point; thence N. 36-27 W. 100 feet, more or less, along the back joint line of said Sims' lot to a point on line of the original 3.15 acre tract; thence with the old line N. 57 E. 228.6 feet, more or less, to an old iron pin, corner on line of formerly Sallie E. Sims land; thence with the joint line of formerly Sallie E. Sims land S. 35-1/2 E. 128 feet to a point, corner with lot of J. Carl and Helen S. Storay; thence with joint line of Storay S. 58 W. 90 feet to an iron pin; thence with the joint line of Storay S. 35-1/2 E. 138 feet to a point in the northern edge of said 12-foot right-of-way; thence with the Northern edge of said right-of-way S. 58 W. 379 feet, more or less, to a point in the center of said Dunklin Bridge Road, the beginning point; and bounded by Dunklin Bridge Road; lot of Frank J. and Lois C. Sims; lot of J. Carl and Helen S. Storay; and others.

This being the same property conveyed to the Mortgagor herein by deed of J. R. Sims, said deed of record in the R.M.C. Office for Greenville County, S. C., in Deed Book 813 at Page 266; (recording date February 3, 1967); and by deed of J. R. Sims and Virginia P. Sims recorded 7/1/77 in said R.M.C. Office in Deed Book 1059 at Page 723.

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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 forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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