

MORTGAGE OF REAL ESTATE

BOOK 1421 PAGE 914

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
JAN 27 1978
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DORRIS S. TANNERLEY

WHEREAS, We, Truman D. Simmons and Evelyn S. Simmons

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Bank and Trust Company, Piedmont, S.C.

(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

Dollars (\$ 10,004.04) due and payable

Ten thousand four and 04/100
in monthly installments of \$150.00 each to be applied first to interest with balance to principal, the first of these due on March 8, 1978 with a like amount on the 8th day of each calendar month thereafter until entire amount is paid in full.

with interest thereon from date at the rate of 9.13 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

All that piece, parcel or lot of land in Grove Township, Greenville County, State of South Carolina, lying and situated in Grove School District in state and county aforesaid, and having the following courses and distances as per survey of Piedmont Engineering Service, said plat be recorded in the R.M.C. Office for Greenville County and having the following courses and distances to wit: BEGINNING at iron pin corner of James Carl Finley, now owned by J. A. Stone, lot thence N. 65-33 W 215 feet 4 inches to joint corner lots 10 and 11 thence N 26-40 E 591 feet 3 inches to point in County Road joint corners 10 and 11 thence S 61-30 E 92 feet 5 inches to joint corner lots 11 and 12; thence S 22-41 W 298 feet 9 inches to iron pin; thence S 65-53 E 130 feet 3 inches to James Carl Finley corner now owned by J. A. Stone thence along said James Carl Finley line, now owned by J. A. Stone, S-31-53 W 280 feet to point of beginning.

ALSO: All that certain piece, parcel or lot of land situate, lying and being on the West side of U. S. Highway No. 29 in Grove Township, Greenville County, State of South Carolina, being shown as Lot No. Thirteen (13) on plat of property of R. E. Dalton made by Dalton & Neves, Engineers, November, 1947, recorded in the RMC Office for Greenville County, S. C. in Plat Book S at page 15, and having according to said plat the following metes and bounds, to wit: BEGINNING at an iron pin corner on the West side of U. S. Highway No. 29 at joint front corner of Lots 12 and 13, former said pin being 252 feet North from the Northwest corner of intersection of U. S. Highway No. 29 and Sunny Lane and running thence along the line of Lot No. 12 North 63 degrees 19 minutes West four hundred ninety (490) feet to an iron pin; thence with the line of Lot No. 15 North 12 degrees 30 minutes East one hundred twelve (112) feet to an iron pin; thence with the line of Lot No. 14 South 64 degrees 24 minutes East five hundred twenty-nine (529) feet to an iron pin on the Northwestern side of U. S. Highway # 29, thence South 32 degrees 15 minutes West one hundred twenty (120) feet to the beginning corner. The foregoing being the same identical land conveyed to Harry H. Copeland by deed of Thelma Estelle Evans Copeland dated October 28, 1977, recorded in the Office of RMC for Greenville County in Book 1067 at page 596. This property is subject to building restrictions as set forth in this deed recorded in Book 1067 at page 596.

The first property described above is the same property conveyed to Truman Dewey Simmons by deed of Esther Linder, dated April 23, 1953, recorded in the Office of RMC for Greenville County in Vol. 477 at page 187.

The second property described above is the same property conveyed to Truman D. Simmons and Evelyn S. Simmons by deed of Harry H. Copeland dated January 26, 1978

including in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be due hereon, 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 such 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 and lawfully entitled to sell, convey or otherwise dispose of 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 Mortgagee and all persons who may lawfully claim the same or any part thereof.

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