

RECORDED  
GREENVILLE CO. S.C.

12 2 20 1978

# MORTGAGE

THIS MORTGAGE is made this 15th day of December, 1978, between the Mortgagor, Hezekiah N. Simmons and Ann Marie A. Simmons, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand and No/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 15, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1979.....;

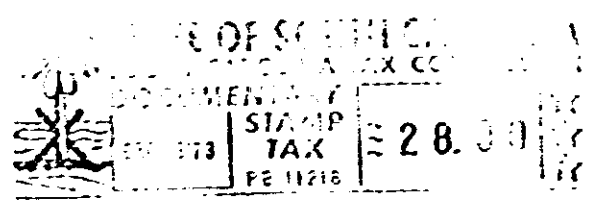
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 County of Greenville, State of South Carolina, being shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book 4-X, pages 21 - 23, as Lot 144, Sturbridge Drive, formerly Peppertree Drive, and having, according to that survey, and a more recent survey by R. B. Bruce, R. L. S., dated December 13, 1978, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Sturbridge Drive at the joint front corner of Lot 144 and 145 and running thence S. 42-40 E., 160 feet to a point at the joint rear corner of said lots; thence turning and running S. 42-31 W., 100 feet to a point; thence turning and running S. 50-21 W., 39.1 feet to a point at the joint rear corner of Lots 143 and 144; thence turning and running with the common line of said lots, N. 35-25 W., 158.68 feet to a point on the southern side of Sturbridge Drive, the joint front corner of said lots; thence turning and running N. 44-36 E., 44 feet to a point on said Drive; thence continuing with said Drive, N. 42-11 E., 75 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of M. L. Lanford, Jr., dated December 15, 1978, to be recorded herewith.

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which has the address of 102 Sturbridge Drive (Rt. 10) Greenville, (City) South Carolina 29607 (herein "Property Address"); (State and Zip Code)

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.

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