

JAN 3 11 50 AM '79
SOUTH CAROLINA
JAMES HARRIS

County of Greenville

Date of this Mortgage
Month Day Year
October 25 1978

Name of Home Owner(s) and Spouse
Robert Lee Simmons and
Dolores H. Simmons

Residence
#1 Sherid Street
Greenville, S.C.

bound jointly and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to

Name of Contractor
Southern Prudential Corp.

Principal Office of Contractor
2599 Peachtree Lane
Atlanta, Ga.

its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF Twenty thousand & 600/100 Dollars, (\$21,300.00)

SAID SUM TO BE PAID AS FOLLOWS	Number of installments	Amount of each installment	First Installment due on Month Day Year	Payable thereafter monthly on the day of each month
	60	\$ 68 56	Jan 20 1979	20th day of each month

together with interest at seven (7) per cent per annum on all matured and unpaid installments, according to a certain note(s) bearing even date herewith, and whereas the grantor desires to secure the payment of said note(s).

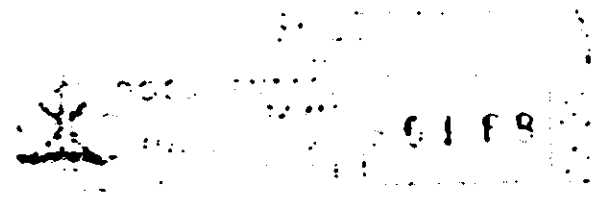
KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money as aforesaid, and for the better securing of the payment thereof unto the said mortgagee and also in consideration of the further sum of \$3.00 to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said mortgagee, his heirs, and assigns the following described premises in South Carolina:

Street address City/Town County
#1 Sherid Street Greenville Greenville

being the same premises conveyed to the mortgagor by deed of John L. Mahon

dated Nov 18 1978 recorded in the office of the Clerk of Court RMC of Greenville County in Book 930 Page 192 of which the

Description in said deed is incorporated by reference. All that piece, parcel or lot of land situate, lying and being on the northwestern corner of the intersection of Third Street and Fifth St. near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 1 on plat of Block 11, of the property of Judson Mills, which plat is recorded in the P.M.C. office for Greenville County in Plat Book X at Page 151; said lot having such notes and bounds as show thereon.



Together with all and singular the rights, members, tenements and appurtenances to the said premises belonging or in anywise incident or appertaining

TO HAVE AND TO HOLD ALL AND SINGULAR unto the said mortgagee, its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that The mortgagor will cause the buildings thereon as hereunder provided keep the buildings insured against loss or damage by fire for the benefit of the mortgagee to the extent of the actual value thereof. And serve and perform all covenants, terms and conditions of the note secured by this mortgage, and will pay the same and the mortgagee shall repay to the mortgagee the amount of the principal and interest at 7% per annum, said amounts to be added to the indebtedness secured by this mortgage. In the event of default without the consent of the mortgagee, the mortgagee shall be entitled to the appointment of a receiver to receive, upon default being made upon the payment of any of the installments hereunder, all the rents and profits of the premises, and to sell the premises or any part thereof, or to convey the same, or to do any and all things which may be necessary to carry out the intent of the other terms, covenants or conditions of this mortgage. In the event of sale or transfer of the premises by the mortgagor, then the entire amount of principal and interest due and payable at the option of the mortgagee, heirs, successors and assigns, and the mortgagee shall have the right to institute any legal proceedings for the foreclosure of this mortgage, or should the mortgagee deem it expedient, to file a suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby in any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the grantee, as a part of the debt secured hereby, and may be recovered and collected hereunder. The mortgagor waives homestead and other exemptions and appraisal rights. The mortgagor hereby authorizes the mortgagee holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

That no waiver by the mortgagee of any breach of any provision by grantor herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.

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