

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
GREENVILLE CO. S. C.

JAN 11 2 07 PM '80

DONNA L. TANKERSLEY
R.M.C.

BOOK 1493 PAGE 28

MORTGAGE OF REAL PROPERTY

THIS MORTGAGE made this 7th day of January, 19 80,
among JERRY D. SIMMONS (hereinafter referred to as Mortgagor) and FIRST
UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee):

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which
Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of
ELEVEN THOUSAND EIGHT HUNDRED & NO/100 (\$ 11,800.00), the final payment of which
is due on January 15 19 90, together with interest thereon as
provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest
thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the
Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in
hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys,
assigns and releases to Mortgagee, its successors and assigns, the following described premises located in
Greenville County, South Carolina:

ALL that piece, parcel or tract of land with all improvements thereon situate,
lying and being in the County of Greenville, State of South Carolina, containing
3 acres more or less as shown on plat of property of Jerry D. Simmons dated
August 25, 1975, according to a survey made by J. L. Montgomery, III, and
having according to said survey the following metes and bounds, to wit:

BEGINNING at iron pin on McKenny Road at corner of property now or formerly of
Bill Griffith and running thence along line of Griffith N. 58-22 E. 23.25 feet
to iron pin; running thence N. 58-22 E. 422.22 feet to iron pin; running thence
N. 2-35 W. 219 feet to iron pin; running thence N. 43-05 W. 78 feet; running
thence S. 58-56 W. 501.98 feet to iron pin or cap in McKenny Road; running thence
through and along McKenny Road S. 29-18 E. 273.38 feet to point of beginning.
See Plat Book 5N, page 19.

This being same property conveyed to Jerry D. & Betty O. Simmons by W. H. Griffith
Aug. 29, 1975, recorded in RMC Office Sept. 9, 1975, Deed Book 1023, page 893.
Betty O. Simmons conveyed her one-half interest to Jerry D. Simmons Nov. 4, 1976,
in Deed Book 1045, page 665.

This mortgage is junior in lien to that certain mortgage to United Federal Saving
& Loan Assn. in original sum of \$31,500.00 recorded in RMC Office Oct. 3, 1975,
in Mortgage Book 1350, page 305.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises
belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements,
fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or
articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light,
power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm
doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of
said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee,
its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee,
its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple;
that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor
will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above
mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment
of said Note according to its terms, which are incorporated herein by reference.

2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the
premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to
Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date
of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the
whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its
successors and assigns, without notice become immediately due and payable.

CLCO
--
1 JAN 11 1980
525

4328 RV-2

1980
0028