

27230 JBW
James E. Simmons et al
524.2-1-57

Mortgagee's Address:
P. O. Box 981
Pikebluffs, S. C. 29671



300.1493 PAGE 753

GREENVILLE CO. S. C.
MORTGAGE
JAN 22 2 29 PM '80

DONNIE S. TANKERSLEY
THIS MORTGAGE is made this 16th day of January, 1980
between the Mortgagor, JAMES E. SIMMONS and BETTY J. SIMMONS

(herein "Borrower"),
and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and
existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South
Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Eight Thousand and
no/100 (\$38,000.00) Dollars, which indebtedness is evidenced by Borrower's note
dated January 16, 1980 (herein "Note"), providing for monthly installments of principal and interest,
with the balance of the indebtedness, if not sooner paid, due and payable on twenty-five years
from date

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 certain piece, parcel or tract of land situate, lying and
being in the State of South Carolina, Greenville County, Cleveland
Township, on the southwestern side of Geer Highway (U. S. Hwy. 276)
containing 19.13 acres, more or less, and according to plat made by
W. R. Williams, Jr., March 25, 1977, recorded in Plat Book 7-L, Page
80, and having the following metes and bounds, to-wit:

BEGINNING at o.i.p. on the southwestern side of U. S. Hwy. 276 right-
of-way, continuing in a southeasternly direction with said r-o-w,
S. 70-42 E. 1079 feet to a point at the intersection of Echo Lane,
line running with the center of the said Echo Lane S. 25-51 W. 191.1
feet to a nail and cap in the center of said road, continuing
S. 44-47 W. 60 feet to a nail and cap; thence S. 73-21 W. 134.7
feet to a nail and cap; thence S. 42-05 W. 100 feet to a nail and
cap; thence S. 13-47 W. 300 feet to a nail and cap; thence S. 6-26 W.
135 feet to a nail and cap; thence S. 17-50 E. 120 feet to a nail
and cap in the center of said road; leaving said road and following
property now or formerly of Melvin L. Jarrard and Clara F. Jarrard
to the beginning corner S. 75-01 W. 233.5 feet to an i.p., passing
an i.p. in the r-o-w of Echo Lane 25 feet from the center of the
road; thence N. 48-46 W. 168 feet to an i.p.; thence N. 66-03 W.
160.8 feet to an i.p.; thence N. 40-23 W. 169.9 feet to an i.p.
along the old railroad bed; thence N. 34-13 W. 170.9 feet to an i.p.;
leaving said railroad bed N. 10-44 W. 340.3 feet to an i.p.; thence
N. 16-44 W. 204.1 feet to an i.p. along the chainlink fence and
passing over the creek; thence S. 70-46 E. 100 feet to an o.i.p.;
thence N. 14-00 E. 350 feet to o.i.p., the beginning corner.

Except, however, that certain right-of-way at the creek culvert, as
shown on the above referenced plat, being 75 feet by 90 feet and
having been acquired by the South Carolina Highway Department June
12, 1970.

DERIVATION: Deed of Melvin L. Jarrard and Clara F. Jarrard recorded
September 7, 1979 in Deed Book 1111 at Page 9.
which has the address of Echo Lane Cleveland
[Street] [City]
S. C. 29635 (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 improve-
ments 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 seized 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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