

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

GREENVILLE

JUN 20 3 30 PM '83
DONNIE S. SIMMONS
R.M.C.

EVELYN S. SIMMONS MORTGAGE OF REAL ESTATE

BOOK 1612 PAGE 217

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, EVELYN S. SIMMONS (one and the same as Evelyn Willie Simmons)

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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

EIGHT THOUSAND, SIX HUNDRED FORTY FOUR and 42/100 Dollars (\$ 8,644.42) due and payable

in 72 monthly payments of \$179.80, commencing July 8, 1983 and continuing at the rate of \$179.80 per month until paid in full, with each payment applied first to interest and balance to principal

with interest thereon from date at the rate of 14.50% / APR 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 Mortgagor in hand well and truly paid by the Mortgagee 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:

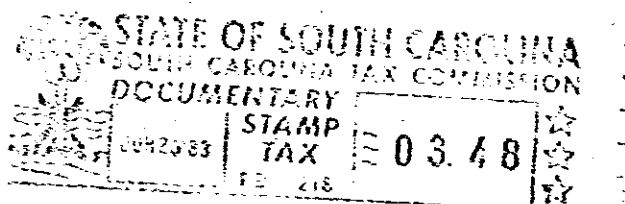
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on West side of U. S. Highway 29 in Grove

Township, being shown as Lot 13 on plat of property of R. E. Dalton made by Dalton & Neves, Engineers, November, 1947, recorded in the RMC Office for Greenville County in Plat Book S, page 15, and having according to said plat the following metes and bounds, to wit:

BEGINNING at iron pin corner on west side of U. S. Highway 29 at joint front corner of Lots 12 & 13, former said pin being 252 feet North from northwest corner of intersection of U. S. Highway 29 and Sunny Lance, and running thence along line of Lot 12, N. 63-19 W. 490 feet to iron pin; thence with line of Lot 15, N. 12-30 E. 112 feet to iron pin; thence with line of Lot 14, S. 64-24 E. 529 feet to iron pin on northwestern side of U. S. Highway 29; thence S. 32-15 W. 120 feet to beginning corner.

This being the same property conveyed by Harry H. Copeland to Truman D. Simmons and Evelyn S. Simmons by deed recorded Jan. 27, 1978 in Deed Book 1072, at page 701.

The said Truman D. Simmons died testate on November 1, 1980 as shown by the records of the Probate Court in APT. 1630, FILE 13, and in said Will the above named Mortgagor was willed the property owned by Truman D. Simmons.



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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, 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 authorized to sell, convey or encumber 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 Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.