

GREENVILLE S.C.

DEC 21 11 14 AM '83

RECORDED R.M.C. WISLEY

# MORTGAGE

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THIS MORTGAGE is made this 16th day of December 1983, between the Mortgagor, James M. Simmons and Gloria J. Simmons, husband and wife, (herein "Borrower"), and the Mortgagee, Norwest Mortgage, Inc., its successors and assigns, a corporation organized and existing under the laws of The State of Iowa, whose address is P.O. Box 780, Waterloo, Iowa 50704 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY THREE THOUSAND FOUR HUNDRED AND NO/100 (\$43,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date herewith (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, 2014.

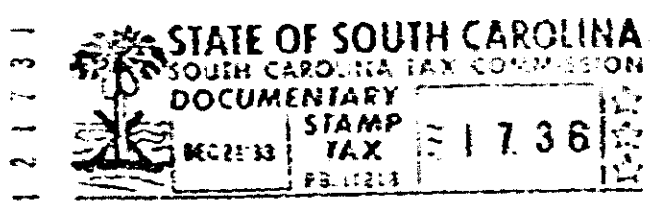
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in Greenville County, State of South Carolina, being located at the intersection of Goodjoin Road (S.C. Highway 880) and Morrow Road (County Road) being shown as Lot No. 1 (1.17 acres) on plat of survey for T. Haynes Morrow and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-1 at page 31, and being shown on a more recent plat of the property of James M. Simmons prepared by R. B. Bruce, R.L.S., dated December 8, 1983, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 10-G at page 12, reference to which is hereby craved for a more complete metes and bounds description.

This is the same property conveyed to the mortgagors herein by deed of Equitable Relocation Management Corporation to be recorded herewith.

### THIS IS A PURCHASE MONEY MORTGAGE

The mortgagors agree to pay a late payment service charge not to exceed four (4) cents for each dollar (\$1.00) for each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.



which has the address of Route 2, Morrow Road Landrum, South Carolina 29356 (herein "Property Address");

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 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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