

FILED
GREENVILLE CO. S.C.

MORTGAGE

MAR 9 3 14 PM '84

THIS MORTGAGE is made this 6th day of March 1984 between the Mortgagor, Tommy G. Simmons and Patricia A. Dobson (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-NINE THOUSAND AND NO/100 (\$39,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 6, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2009.

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 lot of land, situate, lying and being in the State and County aforesaid, in the City of Greer, on the Southwest side of Highland Drive, being known and designated as Lot No. Two-B (2-B) as shown on plat of property of E. G. Ballenger prepared by H. S. Brockman, Reg. Surveyor, dated December 28, 1954, which plat is recorded in the R.M.C. Office for said County in Plat Book FF at page 453, and being more recently shown on plat prepared for Riddle Brothers & West Builders, Inc., by Tri-State Surveyors, dated Jan. 1984, which plat will be recorded forthwith in said Office. For a more particular description, reference is hereby specifically made to the aforesaid plats. This is part of the property conveyed to Riddle Bros. & West Builders, Inc., by Charles D. Ballenger, Thetis B. Rush, Martha B. Lesley, Elizabeth M. Ballenger and David Michael Ballenger by deed to be recorded forthwith in said R.M.C. Office, and the same property conveyed to the Mortgagors herein by Riddle Bros. & West Builders, Inc., by deed to be recorded forthwith in said Office. This is a portion of the property conveyed to E. G. Ballenger and Charles D. Ballenger by Geanie L. Caldwell by deed recorded in said Office on October 26, 1953, in Deed Book 487 at page 495. The said E. G. Ballenger died testate on July 20, 1969, devising one-half of his interest in and to the above described property to his wife, Una J. Ballenger, and the other one-half to his three children, Charles D. Ballenger, Thetis B. Rush and Martha B. Lesley, as is more particularly set forth in the Office of the Probate Judge for said County in Apt. 1093, File 9. The said Una J. Ballenger died testate on August 11, 1978, devising her interest in and to the above described property as follows: a one-third undivided interest to her daughter, Thetis B. Rush, a one-third undivided interest to her daughter, Martha B. Lesley, a one-sixth undivided interest to her daughter-in-law, Elizabeth M. Ballenger, and a one-sixth undivided interest to her grandson, David Michael Ballenger, all as is more particularly set forth in said Probate Judge's Office in Apt. 1528, File 11.

which has the address of Highland Drive Greer S. C. 29651 (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 seised 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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