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C. TIMOTHY SULLIVAN, P.A., ATTORNEY AT LAW, GREENVILLE, SOUTH CAROLINA 29606  
 STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE  
 MORTGAGE OF REAL ESTATE  
 TO ALL WHOM THESE PRESENTS MAY CONCERN

FILED AT LAW, GREENVILLE, SOUTH CAROLINA 29606  
 CO. S. C.  
 3 50 AM '80  
 R.M.C.  
 800:1496 61  
 71 PAGE 508

WHEREAS, John T. Simms and Pauline Simms

(hereinafter referred to as Mortgagee) is well and truly indebted unto William E. Smith, Ltd.,  
 Post Office Box 6251, Greenville, South Carolina, 29606

(hereinafter referred to as Mortgages) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of  
 Twenty Thousand and No/100----- Dollars (\$ 20,000.00 ) due and payable  
 one (1) year from date, or upon the sale of property located 7 Montgomery Lane,  
 recorded in Mortgage Book 1485, at page 821, on October 26, 1979, in the R.M.C. Office  
 for Greenville County, South Carolina.

This is the same property conveyed by deed of Dee Smith Co., Inc. and The Pista Co., Inc. recorded in Deed Book 1114 Page 310 on October 26, 1979.

PAID AND SATISFIED IN FULL THIS 31st day of July, 1980.  
 WILLIAM E. SMITH, LTD.  
 By: *[Signature]*  
 President  
 Address:  
*[Signature]*

STATE OF SOUTH CAROLINA  
 DOCUMENTARY  
 STAMP  
 3395  
 AUG 4 1980

GREENVILLE CO. S. C.  
 AUG 4 4 21 PM '80  
 COUNTY RECORDER  
 R.M.C.

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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 of all 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 fixed 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 Mortgagee covenants that it is lawfully seized of the premises heretofore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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