

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

BOOK 1085 PAGE 119

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

FILED
GREENVILLE CO., S. C.
FEB 27 1 52 PM 1958
OLLIE L. BROWN
R. M. C.

WHEREAS, We, Frank J. Sims and Jimmy R. Sims

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and 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 Seven Thousand - - - - - Dollars (\$ 7,000.00) due and payable

One year after date

with interest thereon from date at the rate of 7 per centum per annum, to be paid: annually

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, Dunklin Township, containing in the aggregate 43.1 acres, more or less, consisting of the following described tracts, to-wit:

- No. 1 All that tract of land containing 32 acres, more or less, being a portion of the Sallie E. Sims tract which was conveyed to J. R. Sims of the 26th day of September, 1955 by deed of record in the Office of the R. M. C. for Greenville County, S. C., in Deed Book 535, Page 508. There being in the original tract 49 acres, more or less, 17 acres, more or less, having been conveyed out of the original tract to W. E. Sims. Reference Block Book No. 588.1 No. 15.
- No. 2. All that tract of land lying on the east side of the Dunklin Bridge Road containing 6.1 acres, more or less, fronting on said road 813.8 feet bounded by lands of J. M. Sims, C. E. Sims, the said Dunklin Bridge Road, the above tract and others. Block Book Department No. 588.1 No. 19.
- No. 3 All that tract of land lying on the east side of the said Dunklin Bridge Road, fronting thereon 280.4 feet and being designated as No. 23 Block Book Dept., 588.1

This being the same lands this day conveyed to the mortgagors by deed of J. R. Sims to be recorded.

Together with all and singular rights, members, herditaments, 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 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.

SATISFIED AND CANCELLED OF RECORD
16th DAY OF MAR. 1958
Dennis Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:15 O'CLOCK P. M. 4421

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 64 PAGE 121