

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
APR 3 4 28 PM '77  
S. H. CASLEY  
R.H.C.

BOOK 1348 PAGE 207

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, JERRY D. SIMMONS & BETTY O. SIMMONS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. H. Griffith

(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 THREE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT AND

NO/100----- Dollars (\$ 3,788.00 ) due and payable

on or before four (4) years from date, payable at the rate of \$94.00 per month for a period of 47 months and the remaining unpaid balance to become due and payable on the 48th month from date, with each payment applied first to interest

and balance to principal with interest thereon from date at the rate of 9% per centum per annum, to be paid: monthly  
THE MORTGAGORS HAVE THE RIGHT TO ANTICIPATE THE WHOLE AMOUNT OR ANY PART THEREOF AT ANY TIME WITHOUT PENALTY.

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, containing 5.49 acres, more or less, as shown on plat of property of Jerry D. Simmons dated August 25, 1975, according to a survey made by J. L. Montgomery, III, and having according to said survey the following metes and bounds, to wit:

BEGINNING at an iron pin in branch and running thence S. 25-38 E. 376 feet to an iron pin; running thence S. 29-18 E. crossing McKenny Road 192.43 feet; running thence N. 58-56 E. 501.98 feet; running thence along Stokes property or Tract No. 3, N. 43-05 W. 586.19 feet to an iron pin at Horse Pen Creek; thence with Horse Pen Creek as the line S. 53-09 W. 145.19 feet to a point; running thence S. 55-14 W. 54.28 feet to a point; running thence S. 61-35 W. 120.28 feet to a point; running thence S. 75-34 W. 20.5 feet to the point of beginning.

This description includes the greater portion of McKenny Road as it borders on this 5.49 acres. Reference to the plat recorded in Plat Book 514, at page 18, is hereby craved for a more accurate description as to acreage and as to metes and bounds.



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 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.

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