

MORTGAGE

THIS MORTGAGE is made this 29th day of March, 1977, between the Mortgagor, Robert W. Simmons and Elizabeth G. Simmons

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and No/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 29, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on twenty six years from date

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 located in the County of Greenville, State of South Carolina, and lying and being on the northern side of Keeler Mill Road and being shown as a 2 acre tract according to a plat of "Property of Robert W. and Elizabeth G. Simmons" by Terry T. Dill, Surveyor, said plat being dated February 1, 1977, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Keeler Mill Road at the corner of other property now or formerly belonging to Baxter M. Grant and running thence with the line of property now or formerly belonging to Baxter M. Grant, N. 29-38 W. 285 feet to an iron pin; thence N. 61-08 W. 162 feet to an iron pin; thence N. 01-40 E. 164 feet to an iron pin; thence N. 49-35 E. 100 feet to an iron pin; thence S. 85-00 E. 57 feet to an iron pin; thence S. 30-38 E. 125 feet to an iron pin; thence S. 11-55 E. 60 feet to an iron pin; thence S. 08-54 W. 80 feet to an iron pin; thence S. 44-30 E. 347 feet to an iron pin in the center of Keeler Mill Road; thence with the center of Keeler Mill Road S. 68-56 W. 111.3 feet to a point; thence still with the center of Keeler Mill Road S. 74-33 W. 60 feet to an iron pin, the point of beginning.

This is the same property conveyed to B.M. Grant and Vivian M. Grant in Deed Book 1052 page 298, March 8, 1977.



which has the address of Route 2 Marietta, S.C. 29661 (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.

0295

4328 RV-2