

S.C.  
1195 821  
MORTGAGE

THIS MORTGAGE is made this 25th day of October 1979 between the Mortgagor, John T. Simms and Pauline Simms (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States whose address is P. O. Box 10148 Greenville, S. C. 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 25, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2005.

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 County of Greenville, State of South Carolina, being known and designated as Lot No. 70 on plat of Brookfield West, Section 1, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C, at page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Cobblestone Road at the joint front corner of Lots 69 and 70 and running thence with the common line of said lots, N. 86-27 E. 150 feet to a point, joint rear corner of said lots; thence with the real line of Lot 70, S. 03-33 E. 120 feet to a point on Lynchester Road; thence with said Lynchester Road S. 86-27 W. 125 feet to a point; thence N. 48-33 W. 35.35 feet to a point on Cobblestone Road; thence with said Road N. 03-33 W. 95 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of Dee Smith Co., Inc. and The Vista Co. by deed of even date recorded herewith.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
22.00

which has the address of Lot 70 Cobblestone Street Greenville (Street) (City) S. C. (herein "Property Address"); (State and Zip Code)

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 seized 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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