

Rt. 5, Box 220 State Park Rd, Greenville, S.C.

MORTGAGE OF REAL ESTATE—Prepared by **GREENVILLE AND RILEY**, Attorneys at Law, Greenville, S. C.

BOOK 1412 PAGE 194

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE, S.C.
OCT 6 2 55 PM '77
DOMINIE S. TANKERSLEY
R.H.C.

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

WHEREAS, **BOBBY LEE HOOPER** and **MYRNA KAY HOOPER**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Charles Robert Simmons and Violet T. Simmons**

(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 **Nine Thousand, Nine Hundred, Seventy-one and 66/100**

Dollars (\$ 9,971.66) due and payable

according to the terms of that note dated May 5, 1977 from **Charles Robert Simmons and Violet T. Simmons** to the **Citizens & Southern National Bank of South Carolina** in the original amount of \$10,000.00. Mortgagor has the right to prepay any or all of this indebtedness at any time without penalty, with interest thereon from _____ date at the rate of _____ per centum per annum, to be paid: **monthly**

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:

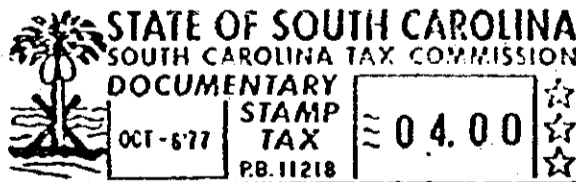
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of **Greenville**, lying south of the **State Park (Batson Road)**, in **Chick Springs Township**, about four miles east of the **City of Greenville** and near the **old Reid School property**, being shown on a plat of property made for **Clifton H. and Maude D. Simmons** by **C. O. Riddle**, Surveyor, dated **January, 1968**, to be hereafter recorded and having the following courses and distances:

BEGINNING on an iron pin and stone, the southern more corner of the lot conveyed and runs thence **N. 45-39 W. 260.6 feet** to an iron pin and stone; thence **N. 42-57 W. 285.5 feet** to an iron pin; thence **S. 86-50 W. 172.7 feet** to an iron pin; thence **N. 16-17 E. 288.6 feet** to an iron pin; thence **S. 73-43 E. 637.8 feet** to an iron pin on the **J. E. Batson line**; thence with that line, **S. 16-17 W. 500 feet** to the beginning, containing **5 acres**, more or less.

This being the same property conveyed to the mortgagors herein by deed of **Charles Robert Simmons, Violet T. Simmons and Maude D. Simmons**, of even date, to be recorded herewith.

ALSO, the right of ingress and egress over and upon that strip of land **50 feet** in width extending from the **State Park (Batson Road)** along and upon the above described tract of land, which being agreed that the **50 foot strip of land** shall remain open at all times for the use and benefit of any persons, including the grantees, who may own property adjoining or abutting said right-of-way and roadway.

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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 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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