

BOOK 1335 PAGE 945

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
NOV 15 4 19 PM '82
JONNIE STANFERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, K. LAYE SIMPSON and PHYLLIS E. SIMPSON-----

(hereinafter referred to as Mortgagor) is well and truly indebted unto BOB G. SEXTON & CO., INC.-----

Route 3, Box 278A, Piedmont, SC 29673-----

(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 Twenty Thousand Nine Hundred and No/100-----
Dollars (\$20,900.00---) due and payable

in 120 equal successive monthly payments of principal and interest in the amount of \$312.06, the first such payment to be due and payable on December 15, 1982,

with interest thereon from _____ date _____ at the rate of 13% 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:

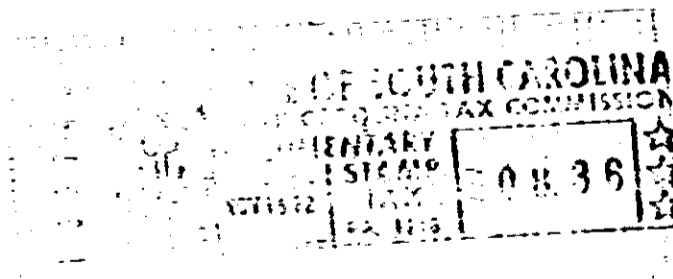
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of _____

ALL that certain piece, parcel or lot of land, located, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 17 of Holly Tree Plantation Phase II, Section II, as shown on plat thereof prepared by Piedmont engineers & Architects, dated January 10, 1974, recorded in the Greenville County RMC Office in Plat Book 5D at Page 47, reference to said plat being hereby craved for a more accurate and complete description by the metes and bounds thereof.

This is the same property conveyed to the Mortgagors herein by deed of Bob G. Sexton & Co., Inc., recorded in the Greenville County RMC Office in Deed Book 1177 at Page 244 on November 15, 1982.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to United Federal Savings and Loan Association by document recorded in the Greenville County RMC Office in REM Book 1361 at Page 680.

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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 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.

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