

State of South Carolina,

County of GREENVILLE

L. A. Simmons and Thelma S. Simmons

SEND GREETING:

WHEREAS, we the said L. A. Simmons and Thelma S. Simmons

in and by our certain promissory note in writing, of even date with these presents am well and truly indebted to Patrick C. Fant

in the full and just sum of Two Thousand and No/100

(\$ 2,000.00) DOLLARS, to be paid at his office in Greenville, S. C., together with

interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum,

said principal and interest being payable in monthly installments as follows:

Beginning on the 23rd day of October, 1949 and on the 23rd day of each month

of each year thereafter the sum of \$ 25.00 to be applied on the

interest and principal of said note, said payments to continue thereafter until principal & interest are paid in full

the aforesaid monthly payments of \$ 25.00 each are to be applied first to

interest at the rate of six (6%) per centum per annum on the principal sum of \$2,000.00 or

so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we the said L. A. Simmons & Thelma S. Simmons

in consideration of the said debt and sum of money aforesaid, and for the

better securing the payment thereof to the said Patrick C. Fant according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said L. A. Simmons & Thelma S. Simmons

in hand and truly paid by the said Patrick C. Fant

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and

released, and by these Presents do grant, bargain, sell and release unto the said Patrick C. Fant his

heirs and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the South side of Gatling Avenue in that area recently annexed to the City of Greenville, in Greenville County, S. C. being shown as Lot No. 230 and the eastern one-half of Lot No. 229 adjacent thereto on plat of Augusta Road Ranches made by Dalton & Neves, Engineers, April 1941, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book M, page 47. Said lot fronting 90 feet on the South side of Gatling Avenue and running back to a depth of 140 feet on the East side and running back to a depth of 140 feet on the West side and being 90 feet across the rear.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said Patrick C. Fant

his heirs, successors and Assigns. And we do hereby bind ourselves

and our Heirs, Executors and Administrators to warrant and forever defend all and singular the

said Premises unto the said Patrick C. Fant his heirs, successors and

Assigns, from and against us and our Heirs, Executors,

Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.