

1974 NOV 20 2 50 PM '74
DONNIE S. TANKERSLEY
R.M.C.

1120-238

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Charles A. Simmons and Zelda M.

Simmons

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto James A. Gilstrap

(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 Three Thousand Five Hundred

Eighteen and No/100-----DOLLARS (\$ 3,518.00),

with interest thereon from date at the rate of Six per centum per annum, said principal and interest to be repaid:

\$600.00 per year at the rate of 6% per year until paid in full, said payments to begin on November 1, 1974, and a like payment due each and every November 1 thereafter until paid in full, with the right of prepayment at any time.

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, on the southern side of Tugaloo Road, County and State aforesaid and being shown and designated as Lot No. 79 on Plat of Coleman Heights, dated February, 1958, prepared by Terry T. Dill, R.L.S., recorded in the Office of the RMC for Greenville County in Plat Book RR at Page 115 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Tugaloo Road at the joint front corner of Lots 78 and 79 as shown on the aforementioned plat and running along and with said lots S. 15-02 E. 184.3 feet to an iron pin; running thence S. 74-58 W. 100 feet to an iron pin at the joint rear corner of Lot Nos. 79 and 79-A as shown on the aforementioned plat; thence running along and with said joint property line of the last two mentioned lots N. 15-02 W. 184.3 feet to an iron pin on the southern side of Tugaloo Road; running thence along and with the southern side of Tugaloo Road N. 74-53 E. 100 feet to the beginning point.

This mortgage is junior in lien to that certain mortgage of James A. Gilstrap to Collateral Investment Company in the amount of \$18,500.00, dated May 18, 1970, recorded in Mortgage Book 1155 at Page 403 in the RMC Office for Greenville County.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.