

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DO THE SOUTHERN BANK AND TRUST COMPANY OF EASLEY  
R.M.C.

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

WHEREAS, We, Fred E. Simms, Jr. and Susan T. Simms

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Southern Bank and Trust Company of Easley, South Carolina

(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

Seven Thousand, Two Hundred Thirty-Eight and 40/100-----Dollars (\$ 7,238.40 ) due and payable in Sixty (60) monthly installments of One Hundred Twenty and 64/100 (\$120.64) Dollars each commencing on the 22nd day of October, 1975. and on the same date of each successive month thereafter until paid in full.

with interest thereon from date at the rate of seven 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:

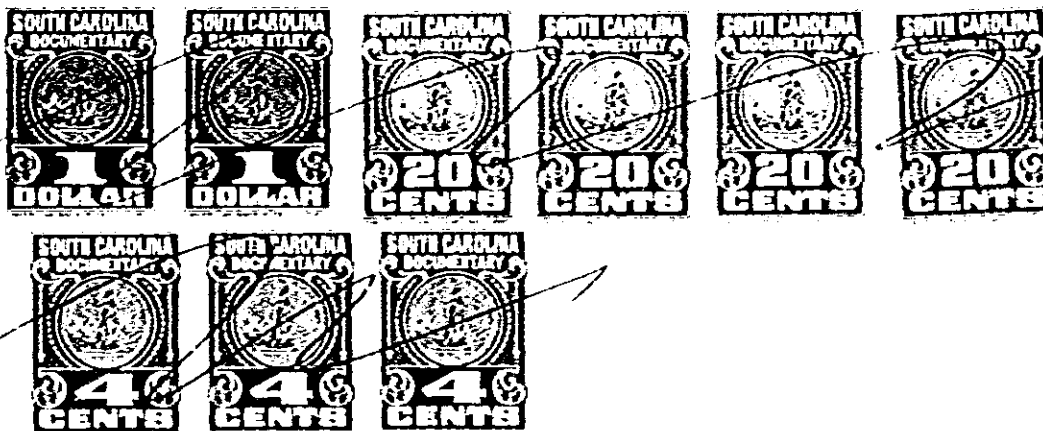
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in Berea, known as Lot No. 38, Section II, Richmond Hills, recorded in Plat Book JJJ, at Page 81, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Galax Drive, at the corner of Lot 37 and running thence with said drive North 35-23 West 100 feet to an iron pin; thence North 54-37 West 150 feet to the point of BEGINNING.

This Mortgage is second in priority to the mortgage held by Travelers Rest Savings and Loan Association, which mortgage is recorded in the R.M.C. Office of Greenville County, South Carolina, in Mortgage Book 1227, at Page 477.



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.