

GREENVILLE CO. S. C.

JUL 8 12 39 PM '76

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1372 PAGE 289

Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 8th day of July 1976, between the Mortgagor, Norman W. Simons and Alice P. Simons (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg. 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-seven Thousand Five Hundred and No/100 (\$37,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 1, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2005

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being on the southern side of Eastwood Drive near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 63 of a sub-division known as Section 2, Old Mill Estates, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 4-R, at page 22, and according to said plat has the following metes and bounds to wit:

BEGINNING at an iron pin on the southern side of Eastwood Drive at the joint front corner of Lots Nos. 62 and 63 and running thence with the joint line of said lots S. 39-32 E. 243.3 feet to an iron pin, running thence S. 85-51 W. 190 feet to an iron pin in the line of Lot No. 65, running thence N. 9-22 W. 60.4 feet to an iron pin in the line of Lot 64, running thence N. 21-52 W. 130.9 feet to an iron pin on the southern side of Eastwood Drive, running thence with the southern side of said Drive, N. 86-09 E. 66.8 feet to a point, thence continuing with said Drive N. 59-33 E. 30.75 feet to an iron pin, point of beginning.

This is the same property conveyed to the mortgagors by deed of Academy Rental Company, a General Partnership, dated June 29, 1976, to be recorded herewith.



which has the address of Eastwood Dr. Taylors (City)
S.C. 29687 (herein "Property Address");
(State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

4328 RV-2J