

FILED  
**GREENVILLE CO. S. C.**  
 MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.  
 STATE OF SOUTH CAROLINA } MAY 19 11 48 AM '70 BOOK 1155 PAGE 465  
 COUNTY OF GREENVILLE } OLLIE FARNSWORTH MORTGAGE OF REAL ESTATE  
 R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, We, James E. Simmons and Betty J. Simmons

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. Robinson, Jr. as Trustee under the Will of B. M. McGee

(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 -----  
 Five Thousand Six Hundred and No/100----- Dollars (\$ 5,600.00 ) due and payable \$75.00 on the 15th day of each and every month hereafter, commencing June 15, 1970, all payments to be applied first to interest and balance to principal, balance due on or before November 15, 1978, with the privilege to anticipate payment of any part or all without penalty after one year. The holder hereof shall have the right to declare the entire balance due and payable anytime after five (5) years from date,  
 with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of Eight 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, at the northwestern corner of the intersection of U. S. Highway 276 and Silver Shoals Road and containing 27.9 acres, more or less, shown on plat of Property of M. L. Jarrard prepared by W. R. Williams, Jr. dated April 20, 1970 and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin at the northwestern corner of said intersection and running thence along the northwestern side of U. S. Highway 276 S. 53-37 W. 120.5 feet to an iron pin in the center of a point where Old Jones Gap Road intersects with said Highway; thence continuing along said Highway S. 53-18 W. 392.4 feet to an iron pin; thence along the line of property now or formerly owned by Forrester N. 38-58 W. 527 feet to an iron pin in the center of Old Jones Gap Road; thence along the center of said Road S. 72-05 W. 96.3 feet to an iron pin; thence continuing along said Road S. 46-12 W. 415.8 feet to an iron pin; thence leaving said Road and running thence N. 23-48 W. 937 feet to an iron pin; thence N. 14-00 E. 371 feet to an iron pin; thence N. 42-29 E. 502.7 feet to the center line of Greenville and Northern Railroad Company right-of-way; thence along the center line of said Right-of-Way S. 25-11 E. 200 feet to an iron pin; thence S. 32-08 E. 200 feet to an iron pin; thence S. 40-40 E. 342.2 feet to an iron pin; thence N. 48-00 E. 47.6 feet to an iron pin to a point in the center of Silver Shoals Road; thence along the center of said Road S. 40-35 E. 648.5 feet to an iron pin; thence S. 46-15 W. 39.5 feet to an iron pin in the center of said Railroad right-of-way; thence S. 41-05 E. 367.5 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of M. L. Jarrard recorded herewith.

The above referred to plat is recorded in the R. M. C. Office for Greenville County in Plat Book 4 E at page # 3.

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.