

FILED
GREENVILLE CO. S. C.
JUL 31 3 02 PM '78
SECOND
TAMMERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: BOOK 1439 PAGE 819

WHEREAS, DONALD RAY SIMMONS AND HELEN MARIE SIMMONS

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PALMETTO BANK

(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 AND NO/100

Dollars (\$5,000.00) due and payable

in forty-eight (48) equal monthly installments of One Hundred Thirty-One and 34/100 (\$131.34) Dollars each with the first payment beginning August 28, 1978; and continuing until paid in full;

with interest thereon from date at the rate of / as stated on Note per centum per annum, to be paid:

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, Town of Simpsonville, on the western side of Eastview Drive and being known and designated as Lot No. 27 on a plat of Eastview Heights Subdivision plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "WW" at Pages 126 and 127, and having such metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Eastview Drive, at the joint front corner of Lots Nos. 26 and 27 and running thence S. 79-02 W. 150 feet to a point on the line of S. T. Moore Estate; thence N. 10-58 W. 125 feet to the joint rear corner with Lot No. 28; thence N. 79-02 E. 150 feet to the western edge of Eastview Drive; thence with said Drive S. 10-58 E. 125 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Ernest W. Goodnough recorded in the R.M.C. Office for Greenville County on April 16, 1973 in Deed Book 972, Page 664.

This Mortgage is second and junior in lien to that of First Federal Savings and Loan Association recorded April 16, 1973, in Mortgage Book 1272, Page 646, in the R.M.C. Office for Greenville County.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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