

GREENVILLE S.C.  
NOV 13 12 52 PM '77  
JAMES G. TANDERLEY  
S.H.U.

BOOK 1403 PAGE 135

# MORTGAGE

THIS MORTGAGE is made this 16th day of December 19. 78, between the Mortgagor, SCOTT JOSEPH SIMMERMAN (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is Hampton Street Columbia, South Carolina (herein "Lender").

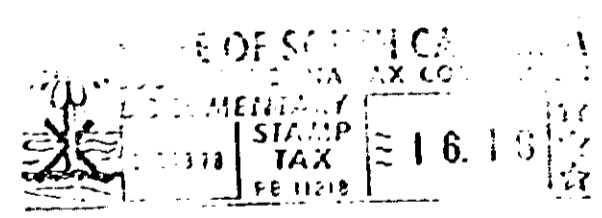
WHEREAS Borrower is indebted to Lender in the principal sum of FORTY THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2009

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 certain piece, parcel or lot of land, with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, being shown as Lot 45 on plat of Pleasantburg Forest, made by Dalton & Neves Engineers, August, 1956, revised January, 1961, recorded in the RMC Office for Greenville County, S.C. in Plat Book GG, page 162, and a more recent plat of Property of Scott Joseph Simmerman, dated December 15, 1978, by Carolina Surveying Co., recorded in plat book 6-V at page 18, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Dera Street, at the joint front corner of Lots nos. 44 and 45 and running thence along the line of Lot no. 44, N. 0-52 E., 229.3 feet to an iron pin; thence S. 71-14 E., 52 feet to an iron pin; thence S. 78-07 E., 49.5 feet to an iron pin; thence with the line of Lot no. 46, S. 4-34 W., 218.8 feet to an iron pin on the North side of Dera Street; thence along Dera Street, N. 79-12 W., 85 feet to the beginning corner.

This is the identical property conveyed to the mortgagor by deed of William F. Harris, to be recorded of even date herewith.



which has the address of 17 Dera Street, Greenville, S.C. (City)  
(State and Zip Code) (herein "Property Address");

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.

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