

FILED
GREENVILLE CO. S. C.

OCT 6 8 47 AM '81

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

DEC 18 1981
MORTGAGE

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1554 PAGE 604

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

BOOK 1558 PAGE 922

Re-Recorded to correct maturity date.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Wilbur Benard Simmons, Jr. of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto First Federal Savings and Loan Association of South Carolina

a corporation organized and existing under the laws of the United States hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of forty-nine thousand and no/100----- Dollars (\$49,000.00-----), with interest from date at the rate of seventeen and one-half-----per centum (-----17.5 %) per annum until paid, said principal and interest being payable at the office of First Federal Savings and Loan Association of South Carolina, P. O. Drawer 408 in Greenville, South Carolina 29602 or at such other place as the holder of the note may designate in writing, in monthly installments of seven hundred eighteen and 83/100----- Dollars (\$718.83-----), commencing on the first day of December, 1981, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of ~~October~~, 2011
Number 7344

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville State of South Carolina:

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, City of Greenville, at the northwestern corner of Don Drive and Friartuck Road, being known and designated as lot 45 on a plat of SHERWOOD FOREST, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, at pages 70 and 71 as shown on a more recent plat prepared by C. O. Riddle, dated September 29, 1981, entitled "Survey for Wilbur Benard Simmons, Jr.", and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Friartuck Road at the joint front corner of Lots 46 and 45 and running thence along the said Road, S 28-20 E 40.2 feet to an iron pin; thence continuing along said Road, S 32-19 E 85 feet to an iron pin at the intersection of Friartuck Road and Don Drive; thence with the said intersection S 12-41 W 35.3 feet to an iron pin on Don Drive; thence along said Don Drive S 57-41 W 75 feet to an iron pin at the joint front corner of Lots 45 and 44; thence with the said joint line, N 32-19 W 150 feet to an iron pin; thence with the joint line of Lots 46 and 45, N 57-41 E 102.7 feet to an iron pin on Friartuck Road, being the point of beginning.

This being the same property conveyed unto the mortgagor and Kevin George Whitaker by deed of Ron Cantrell recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1146, at page 32, on April 10, 1981. Kevin George Whitaker conveyed his interest in the property hereinabove described, by deed recorded in the RMC Office of Greenville County, South Carolina, to the mortgagor by deed recorded in Deed Book 1154, at page 147, on August 27, 1981.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD. all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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