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STATE OF SOUTH CAROLINA TO 17 4 28 PU '75 COUNTY OF GREENVILLES SHALE STANKERSLEY R.M.C.

Control of the Contro

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Hezekiah N. Simmons and AnnMarie A. Simmons

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. & S. National Bank, Greenville, S. C.

(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

One Thousand Five Hundred and No/100----- Dollars (\$ 1,500.00) due and payable

in accordance with terms of said note;

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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

ALL that lot of land in Greenville County, State of South Carolina, being shown as Lot No. 443 on plat of Del Norte Estates, Section V, recorded in Plat Book 4-R, at page 17, in the R.M.C. Office for Greenville County.

This property is conveyed subject to restrictions recorded in Deed Book 951 at page 385 in the R.M.C. Office for Greenville County and is also conveyed subject to a utility easement as shown on the recorded plat and to all other easements, restrictions, zoning ordinances and rights of way of record and on the ground which affect said property.

[©]This is a second mortgage junior in lien to that certain mortgage given to Fidelity [©]Federal Savings and Loan Association.

This property is the same conveyed to the Mortgagors herein by deed of Threatt-Maxwell Enterprises, Inc. dated May 18, 1973 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 975 at page 95 on May 22, 1973.

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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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.