HAR 21 2 37 PH '79

DONNIE S. TANKERSLEY R.M.C.

MORTGAGE

with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Danny Ray Simmons and Mary Katherine Simmons

Greenville County, South Carolina

shall be due and payable on the first day of

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Panstone Mortgage Service, Inc.

, a corporation Georgia , hereinafter organized and existing under the laws of 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 Thirty one thousand seven hundred fifty and 00/100----- Dollars (\$31,750.00)), with interest from date at the rate per centum ($9 \frac{1}{2}$ %) per annum until paid, said principal of nine and one-half and interest being payable at the office of Panstone Mortgage Service, Inc.

in College Park, Georgia

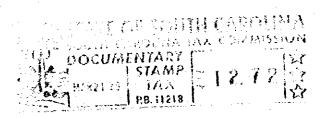
April

or at such other place as the holder of the note may designate in writing, in monthly installments of Two hundred sixty seven and 02/100------Dollars (\$ 267.02 , 19 79, and on the first day of each month thereafter until commencing on the first day of May the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid,

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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Marietta, being shown as Lot No. 13 on plat of FOREST HILLS, Section I, recorded in the RMC Office for Greenville County, S. C. in plat book 000 at page 111.

This is the same property conveyed to the mortgagors by deed of William G. Justus dated March 20, 1979 and recorded March 21, 1979 in the RMC Office for Greenville County, S. C.



The mortgagee's address is: 2459 Roosevelt Highway, Suite C-2 30327 College Park, Georgia

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, O 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 Mortgagce, its successors and assigns of 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 Othe times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal do 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 பு30) days prior to prepayment.

FHA 2175M (1.78)

CJ