FILED MORTGAGE OF REAL ESTATE-Mann. Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C. Tar II al 18 M 70 2011 1100 PAGE 400 OLLIE FARMONORTH MORTGAGE OF REAL ESTATE COUNTY OF GREENVILLE R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN: BOOK US FACE 408

WHEREAS, We, James E. Simmons and Betty J. Simmons

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. Robinson, Jr. as Trustee under the Will of B. M. McGee

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Five Thousand Six Hundred and No/100------ Dollars (\$ 5,600.00) due and payable \$75.00 on the 15th day of each and every month hereafter, commencing June 15, 1970. all payments an iron pin; thence N. 42-29 E. 502.7 feet to the center line of Greenville and Northern Railroad Company right-of-way; thence along the center line of said Right-of-Way S. 25-11 E. 200 feet to an iron pin; thence S. 32-08 E. 200 feet to an iron pin; thence S. 40-40 E. 342.2 feet to an iron pin; thence N. 48-00 E. 47.6 feet to an iron pin to a point in the center of Silver Shoals Road; thence along the center of said Road S. 40-35 E. 648.5 feet to an iron pin; thence S. 46-15 W. 39.5 feet to an iron pin in the center of said Railroad right-of-way; thence S. 41-05 E. 367.5 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of M. L. Jarrard recorded merewith.

The above referred to plat is recorded in the R. M. C. Office for Greenville County in Plat Book <u>LE</u> at page # 3

> SATISFIED AND CANCELLED 12/18/78

Trustee Under the Will of B. Mr

WITNESSES:

19397

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 mariner, it being the intention of the parties hereto that all such fixtures and equipment, either 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.