STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE NOV 30 4 39 PH '77 ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE S. TANKERSLEY R.M.C.

I, Richard F. Simmons, WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Peoples National Bank of Greenville, South Carolina, its successors or assigns,

(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

Twenty-Six Thousand One-Hundred and no/00---- Dollars (\$26, 100.00) due and payable

In monthly installments of \$206.96, beginning January 5, 1974, and continuing until December 5, 1998, said monthly installments shall include the principal and interest at the rate of 8%. Date

with interest thereon from

at the rate of

FILED GREENVILLE CO. S. C.

> per centum per annum, to be paid: Monthly (Included Above)

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

"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

Greenville, located about one mile North of Greer, and being known and designated as Lot 2 of American Legion Property and having according to the survey prepared by Wolfe & Huskey, Inc., R.L.S., on October 2, 1973, for the Mortgagor, to be recorded herewith, as having the following metes and bounds to-wit:

BEGINNING at the joint corner of Lots 2 and 3 and running thence N. 73-06 W. 150 feet to an old iron pin, thence N. 87-53 E. 116.8 feet to an old iron pin, thence along the meanderings of Frohawk Creek N. 20-13 W. 98 feet, thence S. 82-53 E. 185 feet to an old iron pin, thence S. 72-55 E. 150 feet to an old iron pin on the bank of American Legion Road, thence along the said road S. 24-37 W. 80 feet to the point of beginning.

This conveyance is a portion of the property conveyed to the Grantor by Deed of Greer Community Post of American Legion #115 SC, being duly recorded in Deed Book 926 at page 583 in the R.M.C. Office for Greenville County.



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

Ű

C