



Documentary, Stamp are figured on the amount financed: \$10,060.04

# MORTGAGE

BOOK 1585 PAGE 456

THIS MORTGAGE is made this 24th day of September 1982 between the Mortgagor, Samuel C. Simmons and Vicki M. Simmons (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty thousand, seven hundred, three and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 24, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 15, 1992;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that piece, parcel or tract of land situate, lying and being in Greenville County, South Carolina, being shown and designated as property of Samuel C. Simmons and Vickie E. Mitchell, near Marietta, South Carolina, near Marietta, South Carolina, on plat prepared by W. R. Williams, Jr., Engr./Surveyor, dated November 24, 1976, containing 7.95 acres, more or less, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Margaret Avenue, which iron pin is approximately 294.8 feet south of the intersection of Brooks Drive and Margaret Avenue at the joint corner of property of Roper and Bates, and running thence along line of property of Roper and Bates N. 72-02 E. 593.5 feet to an iron pin at the corner of property of Wilson; running thence along the line of property of Wilson S. 68-05 E. 150 feet to an iron pin at the corner of property of Ledford, running thence along the line of property of Ledford S. 67-50 E. 210.2 feet to an iron pin located on the west side of S.C. Highway 414; running thence along the west side of S.C. Highway 414 S. 12-42 W 134 feet to an iron pin; thence along the west side of said Highway S. 14-21 W. 247 feet to an iron pin in the line of property of Roper and Bates; continuing thence along the line of property of Roper and Bates, S. 89-26 W. 646.4 feet to an iron pin located on the east side of Margaret Avenue; running thence along the east side of Margaret Avenue, the chord of which is as follows: N. 9-19 W. 68.9 feet; N. 44-49 W. 67.6 feet; N. 52-05 W. 100.5 feet; N. 31-50 W. 70.8 feet; N. 8-52 E. 91.8 feet to the beginning corner.

This being the same property conveyed to Samuel C. Simmons and Vickie M. Simmons by James A. K. Roper, as Executor under the Last Will and Testament of Mary Ellen Bates Roper, and Marianna Roper Hogue recorded in Deed Book 1054, at Page 952; Deed of Elizabeth Hearn Bates recorded in Deed Book 1054, at page 950; and Deed of Marie Bates Foster recorded in Deed Book 1054 at page 954; deed of William Clyde Bates, et al, recorded in Deed Book 1054, at page 956; date of all recordings of said deeds April 20, 1977. ALSO: Deed Of Samuel C. Simmons (One-half interest) to Vickie M. Simmons dated June 23, 1978, recorded June 23, 1978, in Deed Volume 1081, at Page 869, in the R.M.C. Office for Greenville County, SC.

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which has the address of Rt. 2, Box 249D Travelers Rest SC (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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