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GREENVILLE CO. S. C.

JUN 22 8 50 AM '77

# MORTGAGE

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HAYNSWORTH, PERRY, ERYANT,  
MARION & JOHNSTONE, ATTYS.  
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THIS MORTGAGE is made this 21st day of June, 1977, between the Mortgagor, Stewart B. Simms, Jr. and Dianne L. Simms (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-four Thousand and 00/100 (\$44,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 21, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2007 of said road N. 67-25 E. 120.0 feet to the beginning corner, and being the same property conveyed to Stewart B. Simms, Jr. and Dianne L. Simms by a deed from Jerald C. Rollins and Sharlene B. Rollins dated June 20, 1977, and recorded herewith.

### WITNESSES:

*Glenn A. Lewis*  
*Patricia B. Spencer*  
*Donnie S. Tankersley*  
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PAYED  
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HAYNSWORTH, PERRY, ERYANT,  
MARION & JOHNSTONE, ATTYS.  
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which has the address of Route 6  
112 Royal Oak Road Greenville  
(Street) (City)  
S.C. 29607 (herein "Property Address");  
(State and Zip Code)

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."

Borrower covenants that Borrower is lawfully seized 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.

OCT 15 4 49 PM '81  
DONNIE S. TANKERSLEY  
R.M.C.

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