

1441-132

# MORTGAGE

LEATHERWOOD, WALKER, TODD & MANN

Mortgagee's Address: 4300 Six Forks Road, Raleigh, N. C. 27609

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.  
AUG 21 10 09 AM '78

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN, *JAMIE S. TANKERSLEY*

JOHNNY M. TALBERT AND WILLISTEEN/TALBERT  
Greenville County, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

CAMERON-BROWN COMPANY

organized and existing under the laws of the State of North Carolina, a corporation hereinafter 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 Two Hundred Fifty and No/100** Dollars (\$ 31,250.00 ), with interest from date at the rate of **nine and one-half** per centum ( 9-1/2 %) per annum until paid, said principal and interest being payable at the office of **Cameron-Brown Company** in **Raleigh, North Carolina**

or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Sixty-two and 77/100** Dollars (\$ 262.77 ), commencing on the first day of **October**, 1978, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **September, 2008**.

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 certain piece, parcel or lot of land, located in the County of Greenville, State of South Carolina, lying and being on the southeast side of Kay Drive, near the City of Greenville, and being shown as Lot No. 73 on a plat of Belmont Heights, Section 2, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book EE, at Page 181, and being more particularly described according to a plat entitled "Property of Johnny M. Talbert and Willisteen Talbert", said plat by Freeland & Associates, dated August 16, 1978, and having, according to said plat, the following metes and bounds, to-wit:

*J.M.T.  
W.M.2.*

BEGINNING at an iron pin on the southern side of Kay Drive at the joint front corner of Lots 74 and 73, and running thence with the line of Lot 74, S. 27-26 E. 164.6 feet to an iron pin; thence S. 63-10 W. 70 feet to an iron pin in the joint rear corner of Lots 73 and 72; thence with the line of Lot 72, N. 27-26 W. 163.8 feet to an iron pin on the southern edge of Kay Drive; thence with the southern side of Kay Drive, N. 62-34 E. 70 feet to an iron pin, the point of beginning.

This is the same property acquired by Mortgagor herein by deed of William Middleton Rich, dated August 18, 1978 and recorded the same date in the R.M.C. Office for Greenville County, S. C. in Deed Book 1085, at Page 726.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 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 Mortgagee, its successors and assigns 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 the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to 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 (30) days prior to prepayment.

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