

Post Office Box

168 FILED
GREENVILLE CO. S.C. Columbia, S. C.

29202 VOL 1403 PAGE 845

MORTGAGE

APR 20 11 50 AM '79

DONNIE S. TANKERSLEY
R.M.C.

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

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: JIMMY C. NICHOLS

GREENVILLE, SOUTH CAROLINA, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

SOUTH CAROLINA NATIONAL BANK, a corporation organized and existing under the laws of SOUTH CAROLINA, 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 EIGHT HUNDRED AND NO/100----- Dollars (\$ 31,800.00),

with interest from date at the rate of SEVEN AND THREE-FOURTHS per centum (7.75 %) per annum until paid, said principal and interest being payable at the office of SOUTH CAROLINA NATIONAL BANK P.O. BOX 168 in COLUMBIA, SOUTH CAROLINA 29202 or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED TWENTY-EIGHT AND 01/100----- Dollars (\$ 228.01), commencing on the first day of JUNE, 19 79, 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 MAY, 2009.

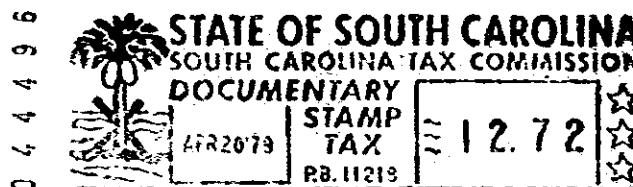
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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 and the improvements thereon situate, lying and being in the County of Greenville, State of South Carolina and being known as Lot No. 2 on a Plat of Plum Tree which is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-D at Page 65 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Plum Tree Court at the joint front corner of Lots Nos. 2 and 3 and running with said Plum Tree Court S. 64-30 E. 85 feet to an iron pin; thence running S. 9-00 W. 148.67 feet to an iron pin; thence running N. 59-50 W. 112 feet to an iron pin; thence running N. 18-50 E. 134.35 feet to an iron pin, the point of beginning.

Derivation: Deed Book 1100, Page 916 - Bob Maxwell Builders, Inc., 4/19/79

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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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein 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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