MAIL TO: GADDY & DAVENPORT P. O. BOX 10267 GREENVILLE, S. C. 29603

## MORTGAGE FILED GREENVILLE DO S. C

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE SS:

MAR 31 12 01 PH '83 DONNIE S. TANKERSLEY R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 22 and Part of Lot 21 as shown on a plat entitled Property of Timothy M. Kennedy dated May 9, 1979, prepared by Carolina Surveying Company recorded in the R.M.C. Office for Greenville County in Plat Book 7E, at Page 66, and having, according to said plat, the following metes and bounds, towit:

BEGINNING at an iron pin on the western side of North Avondale Drive, formerly Maple Avenue, at the joint front corner of Lots 23 and 22 and running thence along the western side of North Avondale Drive S. 9-00 E. 75 feet to an iron pin, thence continuing along the western side of North Avondale Drive S. 5-37 E. 37.5 feet to an iron pin; thence N. 88-14 W. 158.3 feet to an iron pin; thence N. 7-16 W. 90 feet to an iron pin at the joint rear corner of Lots 23 and 22; thence N. 85-21 E. 154.2 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Timothy M. Kennedy, dated December 22, 1982, recorded December 22, 1982, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1179, at Page 371.

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 slighting 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 prover, 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.

HUD-92175M (1-79)