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S.C.

4431 MORTGAGE

R.M.C. ASLEY

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:

VOL. 1643 PAGE 926

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Marsha K. Yeargin

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Bankers Life Company,

organized and existing under the laws of The State of Iowa, 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 Twenty Six Thousand Five Hundred and 00/100----- Dollars (\$ 26,500.00-----),

with interest from date at the rate of twelve and one-half-----per centum (-----12 1/2 %) per annum until paid, said principal and interest being payable at the office of Bankers Life Company

or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred One and 31/100----- Dollars (\$ 301.31-----), commencing on the first day of March, 19 84, 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 February, 2004.

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 with improvements thereon, situate, lying and being in the Dunean Mills Village, Greenville County, South Carolina, and being more particularly described as Lot No. 3, Section 5, as shown on a plat entitled "Subdivision for Dunean Mills, Greenville, S. C.", made by Pickell & Pickell, Engineers, Greenville, S. C., on June 7, 1948, revised June 15, 1948, and August 7, 1948 and recorded in the R.M.C. Office for Greenville County in Plat Book S, at pages 173-177, inclusive. According to said plat the within described Lot is also known as 37 Allen Street and fronts thereon 78 feet and having to a more recent survey of the Property of Marsha K. Yeargin prepared by Carolina Surveying Co. on December 27, 1983, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the western side of the right of way of Allen Street, approximately 162.5 feet from the intersection of Allen Street and Whitin Street and running thence with the right of way of Allen Street S. 25-49 W. 78 feet to an old iron pin at the joint front corner of the within lot and Lot No. 2; thence with the joint line between the within lot and Lot No. 2 N. 64-16 W. 113.9 feet to an old iron pin at the joint rear corner of Lot No. 2 and the within lot; N. 26-35 E. 78 feet to an old iron pin at the joint rear corner of the within lot and Lot No. 4; thence with the joint line between the within lot and Lot No. 4 S. 64-16 E. 112.9 feet to an old iron pin on the western side of the right of way of Allen Street, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Clarence Eugene Hill and Catherine H. Scruggs dated January 16, 1984, and recorded in the RMC Office for Greenville County in Deed Volume 442 Page 455 on January 1984. 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 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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