

MORTGAGE

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

GREENVILLE, S.C.

MAR 22 9 13 AM '84

DO NOT WRITE IN THESE SPACES

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, John S. Libby and Marla H. Libby of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto First Federal Savings & Loan Association of South Carolina

, a corporation organized and existing under the laws of United State, 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 Forty-one Thousand Five Hundred Twenty and no/100 ----- Dollars (\$ 41,520.00).

with interest from date at the rate of Twelve and one-half per centum (12.500 %) per annum until paid, said principal and interest being payable at the office of First Federal Savings & Loan Association of South Carolina, P.O. Drawer 408, #301 College Street, Greenville, S.C. 29602 or at such other place as the holder of the note may designate in writing, in monthly installments of Four Hundred Forty-three and 13/100 ----- Dollars (\$ 443.13), commencing on the first day of May, 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 April, 2014.

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 the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 32, Block I, Section VI, East Highland Estates, according to a plat recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book K, at Pages 79-80 and being more particularly described according to a recent plat prepared by Robert R. Spearman, Surveyor, dated March 16, 1984 and recorded in Plat Book M-J, at Page 97 in the R.M.C. Office for Greenville County, S.C. as having the following measurements and boundaries, to-wit:

BEGINNING at a point on the Northerly side of Claremore Avenue, the joint front corner of the herein described lot and Lot 31; thence running along the common line of said lots North 34-46 East 157.7 feet to a point; thence running along the common line of the herein described lot and Lot 33 North 61-22 West 120.0 feet to a point on the East side of Wimberly Drive; thence running along the East side of Wimberly Drive South 15-31 West 110.0 feet to a point; thence around the curve of the intersection of Wimberly Drive and

THE RIDER ("RIDER") ATTACHED HERETO AND ENCLOSED OF EVEN DATE HEREWITH IS HEREBY INCORPORATED INTO THE COVENANTS AND CONDITIONS OF THE FOREGOING MORTGAGE AND SUPPLEMENT THE COVENANTS AND CONDITIONS OF THIS MORTGAGE, USED OF TRUST OF DEED TO SECURE DEBT AS IF THE RIDER WERE A PART HEREOF.

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE DOCUMENTARY TAX STAMP MAR 22 1984 \$ 5.00

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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