

AS#46790

MORTGAGE

BOOK 1432 PAGE 543

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: EDWARD A. BOEHMKE AND PATRICIA A. TOOLE

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto AIKEN-SPEIR, INC.

organized and existing under the laws of the State of South 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 Twenty Thousand, Eight Hundred

50 Fifty and no/100 Dollars (\$ 20,850.00), with interest from date at the rate of nine and one-half per centum (9.50 %) per annum until paid, said principal and interest being payable at the office of Aiken-Speir, Inc., P. O. Box 391

in Florence, South Carolina 29503 or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Seventy Five and 35/100 Dollars (\$ 175.35), commencing on the first day of February, 1979, 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 January, 2009.

NOT, 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the southwestern side of Circle Drive, (also known as Circle Road) Greenville County, South Carolina, near Travelers Rest, being shown and designated as Lot Nos. 64 and 65 and an adjoining parcel on a plat of a subdivision for ABNEY MILL RENFREW PLANT recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book QQ at page 53, and having according to a more recent plat thereof made by Freeland & Associates dated December 4, 1978, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 6X at page 95, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Circle Drive at the joint front corners of Lots Nos. 63 and 64; and running thence with the line of Lot No. 63, S. 32-10 W., 119.6 feet to an iron pin; thence N. 70-04 W., 280 feet to an iron pin; thence N. 21-15 E., 48 feet to an iron pin; thence along the line of Lot No. 66, S. 72-09 E., 11 feet to an iron pin; thence continuing along the line of Lot No. 66, N. 32-09 E., 129 feet to an iron pin on Circle Drive; thence along the southwestern side of Circle Drive, S. 57-51 E., 157 feet to an iron pin; thence continuing along said side of Circle Drive, S. 57-49 E., 115 feet to the point of BEGINNING.

The above property is the same conveyed to the mortgagors herein by deed of Roderick Connell and Jane Marie Connell, to be recorded herewith,

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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