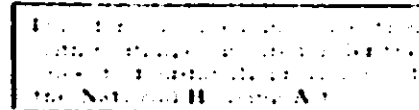


JAN 26 4 39 PM '79

DONNIE S. TANNERSLEY
R.M.C.

MORTGAGE

1400 127



STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

TO ALL WHOM THESE PRESENTS MAY CONCERN: HERBERT E. OWENBY AND ALICE B. OWENBY

GREENVILLE, SOUTH CAROLINA, hereinafter called the Mortgagor, sends greetings.

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

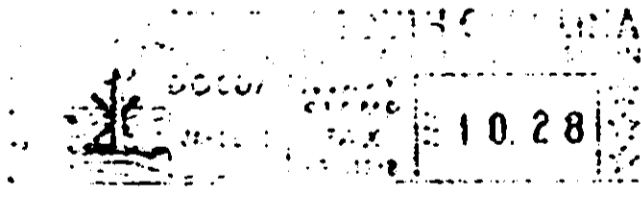
organized and existing under the laws of SOUTH CAROLINA, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of TWENTY FIVE THOUSAND, SIX HUNDRED FIFTY AND No/100----- Dollars (\$ 25,650.00), with interest from date at the rate of Nine and One-half per centum (9 1/2) per annum until paid, said principal and interest being payable at the office of AIKEN-SPEIR, INC.

POST OFFICE 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 TWO HUNDRED FIFTEEN and 72/100----- Dollars (\$ 215.72), commencing on the first day of MARCH 1, 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 FEBRUARY 1, 2009:

NOR 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 tract of land, situate, lying and being in the State of South Carolina, County of Greenville, on the North side of Callahan Mountain Road and being shown as a three and eight hundredths Acre tract of land (3.08), on plat entitled property of HERBERT E. OWENBY AND ALICE B. OWENBY, made by Freeland & Associates, dated January 23, 1979, recorded in the RMC Office for Greenville County, S. C., in Plat Book 62 at page 33, reference is hereby craved for a more complete description thereof.

This being the same property conveyed to the Mortgagors by Deed of C. W. Myers and Rosalee H. Brown of even date 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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