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

TO ALL WHOM THESE PRESENTS MAY CONCERN: WANZA V. BATES

131 Ware Street, Greenville, S. C.

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

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

organized and existing under the laws of the State 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 Two Thousand Three Hundred and no/100ths

Dollars (\$ 22,300.00), with interest from date at the rate

of seven and three-fourths per centum (7-3/4 %) per annum until paid, said principal and interest being payable at the office of South Carolina Federal Savings and Loan Association in Greenville, S. C.

or at such other place as the holder of the note may designate in writing, in monthly installments of

One Hundred Fifty Nine and 89/100ths

Commencing on the first day of May

One Hundred Fifty Nine and 89/100ths

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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 piece, parcel, or lot of land lying, being and situate on Ware Street in the City of Greenville, known and designated as No. 131 on said Street, and as Lot No. 15 on the City Block Book and having the following dimensions, to-wit:

EEGINNING at the northeast corner of said lot nearest Perry Avenue, and running thence with Ware Street a distance of 50 feet with a depth of approximately 209 feet. Said lot adjoins lots now or formerly owned by J. E. Payne and S. C. Lykes and others, being the same lot of land conveyed to Emma Bates by Hattie R. Fladger on March 30, 1937, said deed of record in the R.M.C. Office for Greenville County, S.C., in Deed Book 193 at Page 104. Emma Bates died intestate on or about the 16th day of May, 1976, leaving as her only heir her son, the Grantor herein, as will be seen by examination on the records of the Probate Court for Greenville County, S.C., Apartment 1427, File 9.

This is the same parcel of property conveyed to mortgagor by Deed of John W. Bates and L. L. Sanders dated <u>MARCL 13 1999</u>, and recorded in the R.M.C. Office, Greenville County, South Carolina on <u>MARCL 13,1999</u>, in Deed Book Volume <u>1098</u>
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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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