

P.O. Box 391
Florence, S.C.

FILED
GREENVILLE CO. S.C.

MORTGAGE

VOL 1400 PAGE 423

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } ss: SCOTT S. TANNERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN: MICHAEL E. HARRIS

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

WHEREAS, the Mortgagor is well and truly indebted unto Aiken-Speir, Inc.

, a corporation 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-seven Thousand, Five Hundred, Fifty and No/100-----Dollars (\$ 27,550.00), with interest from date at the rate of Nine & 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

or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred, Thirty-one and 70/100----- Dollars (\$ 231.70), commencing on the first day of May, 19 79, 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, 2009.

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 situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot 33 on Plat of North Gardens, which plat os recorded in the RMC Office for Greenville County, S.C. in Plat Book EE at Page 63, and having, according to a more recent plat prepared by Freeland & Associates, dated March 19, 1979, which plat is recorded in the RMC Office for Greenville County, S.C. in Plat Book 7-β at Page 99, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Easterly side of North Garden Circle at the joint front corner of Lots 32 and 33 and running thence with the joint line of said Lots, N. 80-48 E. 163.7 feet to an old iron pin; thence S. 10-10 E. 77.4 feet to an old iron pin on the Northerly side of North Garden Circle; thence with the Northerly side of North Garden Circle, S. 80-48 W. 143.4 feet to an old iron pin at the curve of North Garden Circle; thence with the curve of said Circle, the chord of which is N. 56-09 W. 28.5 feet to an old iron pin at the Easterly side of North Garden Circle; thence with the Easterly side of North Garden Circle, N. 19-12 W. 57.8 feet to the beginning comer.

THIS being the same property conveyed to the mortgagor herein by deed of Doris B. Clark, 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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