

FILED  
GREENVILLE CO. S. C.  
MAY 8 4 46 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

IF THE PROPERTY IS IN AN AREA THAT IS NOW OR IN FUTURE IDENTIFIED BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT AS HAVING SPECIAL FLOOD OR MUD SLIDE HAZARDS, AND IN WHICH THE SALE OF FLOOD INSURANCE HAS BEEN MADE MANDATORY UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968, PURCHASE BY THE BORROWER OF A FLOOD INSURANCE POLICY SATISFACTORY TO THE LENDER WILL BE REQUIRED.

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THIS form is used in connection with mortgages insured under the to four-family provision of the National Housing Act.

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: GAVIN M. PENNY AND JENNIFER J. PENNY

GREENVILLE COUNTY, SOUTH CAROLINA-----; hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto UNITED FEDERAL SAVINGS & LOAN

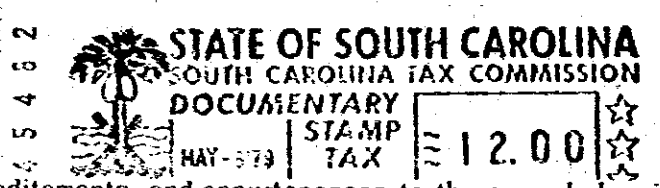
ASSOCIATION-----, a corporation organized and existing under the laws of THE STATE OF SOUTH CAROLINA-----, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of THIRTY THOUSAND AND NO/100-----Dollars (\$ 30,000.00-----), 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 UNITED FEDERAL SAVINGS & LOAN ASSOCIATION-----in FOUNTAIN INN, SOUTH CAROLINA-----or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED FIFTEEN AND 10/100-----Dollars (\$ 215.10-----), commencing on the first day of JULY-----, 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 JUNE-----, 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 piece, parcel or lot of land lying, being and situated in the County of Greenville, State of South Carolina, Fairview Township and in the Town of Fountain Inn, known and designated as Lot No. 13 on a plat of property of Petesy W. Edwards prepared by H. S. Brockman, Surveyor, March 24, 1954 duly recorded in the RMC Office for Greenville County in Plat Book BB, Page 70 and a more recent plat prepared by J. L. Motgomery, III, RLS dated April 14, 1979 and recorded in the RMC Office for Greenville County in Plat Book 9-E, Page 57, and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Maple Drive and running thence N. 55-20 W., 163.40 feet to an iron pin; thence along the rear of the lot S. 35-14 W., 100 feet to an iron pin; thence S. 55-23 W., 169.9 feet to an iron pin on Maple Drive; thence with said Drive N. 31-32 E., 100.00 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Elizabeth Sloan Moffitt to be recorded on even date 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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