

# MORTGAGE

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GREENVILLE CO. S. C.

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

MAY 30 2 57 PM '79

DONNIE S. TANKERSLEY  
R.M.C.

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DON C. POSEY and PATRICIA L. POSEY

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

organized and existing under the laws of The United States, a corporation  
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  
FORTY THOUSAND FOUR HUNDRED & NO/100 -----Dollars (\$ 40,400.00 ), hereinafter

with interest from date at the rate of Seven & Three-Fourths per centum ( 7 3/4 % )  
per annum until paid, said principal and interest being payable at the office of First Federal Savings & Loan Association, P. O. Box 408 in Greenville, South Carolina  
or at such other place as the holder of the note may designate in writing, in monthly installments of  
TWO HUNDRED EIGHTY-NINE AND 67/100 -----Dollars (\$ 289.67 ),  
commencing on the first day of July, 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 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 certain piece, parcel or lot of land situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina, at the corner of Brookmere Drive and Coalmont Court, being shown and designated as Lot No. 84 of Bellingham, Section IV, as shown on plat prepared by Piedmont Engineering, Architects & Planners dated May 14, 1976, and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 5-P, at Page 48, and according to a more recent survey of Don C. Posey and Patricia L. Posey dated May 21, 1979 by R. B. Bruce, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Brookmere Drive, at the joint front corner of Lots 84 and 85 and running thence along the edge of said Brookmere Drive N. 7-12 E. 130-feet to an iron pin; thence N. 52-20 E. 35.26-feet to an iron pin on Coalmont Court; thence along said Court S. 82-31 E. 63-feet to an iron pin joint corner of Lots 83 and 84; thence along the joint line of said lots S. 6-38 W. 146.27-feet to an iron pin at the joint rear corner of Lots 84 and 85; thence along the joint line of said lots N. 88-20 W. 89.8-feet to an iron pin on Brookmere Drive, the point of beginning.

This being the same property conveyed to the mortgagors by deed of even date herewith; and being conveyed to Edward F. Jyce and Mary E. Joyce by deed of Bellingham, Inc. as recorded in the R.M.C. Office for Greenville County in Deed Book 1073, at Page 367 on February 8, 1978.

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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein 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 intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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