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DOHN... T. W. WILKERSLEY
STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

MORTGAGE

BOOK 1432 PAGE 647

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

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, MARVIN T. SIMMONS,

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

WHEREAS, the Mortgagor is well and truly indebted unto ENGEL MORTGAGE COMPANY, INC.,

a corporation organized and existing under the laws of the State of Delaware, 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 Eighteen Thousand Four Hundred and 00/100----- Dollars (\$ 18,400.00).

with interest from date at the rate of ten and one-half per centum (10 1/2 %) per annum until paid, said principal and interest being payable at the office of Engel Mortgage Company, Inc. in Birmingham, Alabama

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Sixty-Eight and 36/100 ----- Dollars (\$ 168.36), commencing on the first day of November, 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 October, 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 above-mentioned County and State and being known and designated as a portion of Lots 133 and 134 and part of a strip formerly known as Walker Street and part of a tract of land on the southern side of the strip formerly known as Walker Street between Walker Street and Washington Avenue, all as shown on a plat of Westview Heights Subdivision recorded in the RMC Office for Greenville County in Plat Book G at page 33 and also being known and designated as the property of Marvin T. Simmons on a plat made by Richard D. Wooten, Jr. dated September 19, 1979, to be recorded herewith, reference being had to said most recent plat for a more complete metes and bounds description.

The above-described property is the same acquired by the Mortgagor herein by deed from Robert Jackson Cater dated September 28, 1979, said deed 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.

DO 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 an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COLLECTION
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