

S. C.
1979
SLEY

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: We, OLIVER C. FARIS, JR. and KAREN R. FARIS of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST-CITIZENS BANK & TRUST COMPANY OF S. C.

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 FORTY THOUSAND, EIGHT HUNDRED AND FIFTY and No/100----- Dollars (\$ 40,850.00), with interest from date at the rate of EIGHT----- per centum (8 %) per annum until paid, said principal and interest being payable at the office of First-Citizens Bank & Trust Company of S. C., P.O. Box 11757 in Columbia, S. C., 29211. or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED AND NINETY NINE and 84/100----- Dollars (\$ 299.84), commencing on the first day of December, 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 November, 2009.

NOT KNOWN 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: situate, lying and being on the southern side of Ashwood Drive, near the Town of Mauldin, and being known and designated as Lot No. 205 of PINE FOREST SUBDIVISION, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book QQ, Pages 106 and 107, and being further shown on a more recent plat by Freeland & Associates, dated October 23, 1979, entitled "Property of Oliver C. Faris, Jr. and Karen R. Faris," recorded in Greenville County Plat Book 21 at Page 33, and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Ashwood Drive, joint front corner of Lots Nos. 204 and 205, and running thence along the common line of said lots, S. 28-07 W. 169.5 feet to an iron pin; thence across the rear line of Lot No. 205, N. 68-56 W. 100.8 feet to an iron pin, joint rear corner of Lots Nos. 205 and 206; thence with the common line of said lots, N. 28-07 E. 182 feet to an iron pin on the southern side of Ashwood Drive; thence with said Drive, S. 61-53 E. 100 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Albert J. Masters and Dorothy W. Masters, dated October 26, 1979, and recorded simultaneously herewith.

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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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