

MORTGAGE

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This form is used in connection with mortgage insured under the provisions of the National Housing Act.

FILED GREENVILLE CO. S.C. STATE OF SOUTH CAROLINA. NOV 6 1980 10:34 AM '80 DONNIE S. TAYLOR R.A.C.

FHA CASE NO. 461-168935-203B

THESE PRESENTS MAY CONCERN: DAVID C. SCOTT and SHEILA B. SCOTT

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

WHEREAS, the Mortgagor is well and truly indebted unto South Carolina Federal Savings and Loan Association

organized and existing under the laws of 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-SIX THOUSAND and 00/100 Dollars (\$ 36,000.00), 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 South Carolina Federal Savings and Loan Association, PO Box 69, in Columbia, S.C. 29202 or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED SIXTY-FOUR and 16/100 Dollars (\$ 264.16), commencing on the first day of January, 1980, 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 December, 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:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 536, as shown on a plat of the subdivision of WESTWOOD, Section 5, which is recorded in the Office of the R.M.C. for Greenville County, S.C. in plat book 4-X at page 63, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Chuckwood Drive, at the joint front corner of Lots No. 536 and 537 and running thence with the joint line of said lots, S. 60-30 W. 143.6 feet to an iron pin in the line of Lot No. 535; thence with this line, N. 30-59 W. 103.4 feet to an iron pin on the southeastern side of Benwood Drive; thence with said drive, N. 79-45 E. 12.0 feet to an iron pin; thence continuing, N. 70-22 E. 60.5 feet to an iron pin; thence N. 63-20 E. 51.8 feet to an iron pin at the intersection of Benwood Drive and Chuckwood Drive; thence with said intersection, S. 72-40 E. 36.0 feet to an iron pin on the southwestern side of Chuckwood Drive, thence with said drive, S. 28-40 E. 60.0 feet to an iron pin at the point of beginning.

THIS is the same property conveyed to the mortgagors by Rufus C. Lovett, Jr. and Jean G. Lovett, by deed of even date herewith, to be recorded.

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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