

MORTGAGE

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

DATE: 12-31-80
DONNE BANKERSLEY
R.M.C.

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:
JIMMIE E. ALBERS AND KATHLEEN S. ALBERS

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

WHEREAS, the Mortgagor is well and truly indebted unto BANKERS LIFE COMPANY

a corporation organized and existing under the laws of the State of Iowa, 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 Sixty Thousand and no/100-----Dollars (\$ 60,000.00).

with interest from date at the rate of eleven and one-half per centum (11-1/2 %) per annum until paid, said principal and interest being payable at the office of Bankers Life Company, 711 High Street in Des Moines, Iowa 50307 or at such other place as the holder of the note may designate in writing, in monthly installments of Five Hundred Ninety-four and 60/100-----Dollars (\$ 594.60), commencing on the first day of March, 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 February, 2010.

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 with all buildings and improvements thereon, situate, lying and being on the eastern side of Gilder Creek Drive in the City of Mauldin, Greenville County, South Carolina being shown and designated as Lot No. 113 on a plat entitled FORRESTER WOODS, SECTION III made by R. B. Bruce, dated August 22, 1972, revised September 19, 1972 recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 4-R at Page 51 and having according to a more recent survey thereof made by Freeland & Associates dated January 11, 1980 entitled PROPERTY OF JIMMIE E. ALBERS AND KATHLEEN S. ALBERS recorded in Plat Book 7-7 at Page 61 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Gilder Creek Drive at the joint front corner of lots nos. 113 and 116 and running thence with said Drive, N. 0-18 W. 54 feet to an iron pin; thence continuing with the eastern side of Gilder Creek Drive, N. 14-43 W. 39.0 feet to an iron pin at the intersection of Gilder Creek Drive and Royal Oak Road; thence with the intersection of Gilder Creek Drive and Royal Oak Road, N. 43-46 E. 26.1 feet to an iron pin on the southern side of Royal Oak Road; thence along the southern side of Royal Oak Road, S. 78-47 E. 163.8 feet to an iron pin; thence S. 11-13 W. 110 feet to an iron pin, the joint rear corner of lots nos. 113 and 116; thence along the common line of said lots, N. 78-47 W. 150 feet to an iron pin on the eastern side of Gilder Creek Drive, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Merrill Lynch Relocation Management Inc. 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.

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

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