GREENVILLE CO. S. C.
SEP 30 1 32 PM '80
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

STATE OF SOUTH CAROLINA, COUNTY OF Greenville } ss:

Aiken Loan No. 38514-F
FHA Case No. 461-176811-270 III

TO ALL WHOM THESE PRESENTS MAY CONCERN: HERMAN R. BEARDEN and FRANCES TORMA

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

WHEREAS, the Mortgagor is well and truly indebted unto Aiken-Speir, Inc.

, a corporation 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 FORTY-THREE THOUSAND FIVE HUNDRED and 00/100---------- ----------Dollars ($43,500.00),

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 Aiken-Speir, Inc. P.O. Box 391 in Florence, SC 29503 or at such other place as the holder of the note may designate in writing, in monthly installments HKB SS SS ACCORDING TO THE SCHEDULE ATTACHED TO SAID NOTE HKB SS HKB commencing on the first day of November, 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 October, 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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 89, as shown on a plat of the subdivision of OAK FOREST, Section III, recorded in the Office of the R.M.C. for Greenville County, S.C. in plat book 7-C at page 81.

THIS is the same property conveyed to the mortgagors by Westminster Company, Inc. by deed of even date herewith to be recorded.

STATE OF SOUTH CAROLINA
TAX COMMISSION
DOCUMENTARY STAMP TAX 17.40

HKB SS

** DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO $ 46,144.80.

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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