

150 De Oyley Ave
Greenville, SC
29605

FILED **MORTGAGE**
GREENVILLE, S.C.

This form is used in connection with mortgages insured under the new 100% automatic provisions of the National Housing Act.

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STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

NOV 22 9 29 AM '83
JUNIOR SHERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: RONALD E. KAY

GREENVILLE, SOUTH CAROLINA, hereinafter called the Mortgagor, sends greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF SOUTH CAROLINA, 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 FOURTEEN THOUSAND FOUR HUNDRED AND NO/100----- Dollars (\$ 14,400.00).

with interest from date at the rate of THIRTEEN per centum (13 %) per annum until paid, said principal and interest being payable at the office of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF SOUTH CAROLINA, PO Box 408 in GREENVILLE, SOUTH CAROLINA or at such other place as the holder of the note may designate in writing, in monthly installments of ONE HUNDRED SIXTY-TWO AND 41/100----- Dollars (\$ 162.41) commencing on the first day of November, 19 83, 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, 2008.

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 State of South Carolina:

ALL that certain piece, parcel or lot of land, situate, lying and being in the county of Greenville, State of South Carolina, on DeOyley Avenue, and being shown as Lot #37, on a plat of Augusta Road Ranches recorded in Plat Book M at Page 47 and being further shown on a plat prepared by Carolina Surveying Co. dated September 5, 1983, said plat having the following metes and bounds, to wit:

BEGINNING at an old iron pin on the south side of DeOyley Avenue at the joint front corner of Lots 37 and 38, and running thence with the line of Lot #37 N. 89-47 E. 60 feet to an old iron pin; thence S. 0-13 E. 200.0 feet to an old iron pin at the joint rear corner of Lots 36 and 37; thence S. 89-47 W. 60.0 feet to an old iron pin; thence N. 0-13 W. 200.0 feet to an old iron pin on the southern edge of the right of way of DeOyley Avenue, the point of beginning.

THIS being the same property conveyed to the Mortgagor herein by Deed of F. T. Collins dated September 9, 1983 and to be recorded 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 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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