

# MORTGAGE

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

GREENVILLE FILED WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, DECEMBER 23 1984 VOL 1643 PAGE 355 RE-RECORDED TO CORRECT PRINCIPAL BALANCE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Michael W. Fortner and Shirley S. Fortner

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

WHEREAS, the Mortgagor is well and truly indebted unto Alliance Mortgage Company

organized and existing under the laws of the State of Florida, 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 Fifty-two Thousand, Three Hundred Fifteen Dollars (\$ 52,315.00 ),

with interest from date at the rate of Twelve and three-fourths per centum ( 12.75 %) per annum until paid, said principal and interest being payable at the office of Alliance Mortgage Company P.O. Box 2309 in Jacksonville, Florida 32231

or at such other place as the holder of the note may designate in writing, in monthly installments of ACCORDING TO THE SCHEDULE ATTACHED TO SAID NOTE Dollars (\$ ), commencing on the first day of January, 19 84, 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, 2013.

DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$54,791.56, 873.37

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 in the County of Greenville, State of South Carolina, situate, lying and being on the northwestern side of Lawnview Court, being known and designated as Lot 7 on a plat entitled "Property of Wm. R. Timmons, Jr.," said plat being recorded in the RMC Office for Greenville County in Plat Book XX, Page 9, and being more recently shown on survey entitled "Property of Michael W. Fortner and Shirley S. Fortner" as prepared by Freeland & Associates dated November 11, 1983, and having, according to said Freeland survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Lawnview Court, joint front corner of Lots 6 and 7 and running thence with Lawnview Court, S 49-55 W 44.87 feet; thence continuing with Lawnview Court S 59-08 W 111.27 feet to an iron pin at the northern corner of the intersection of Lawnview Court and Penarth Drive (formerly Noble Street); thence with a curve of said intersection, the chord being N 75-46 W 28.11 feet to an iron pin on the northeastern side of Penarth Drive; thence with said Drive N 31-01 W 111.18 feet to an iron pin; thence N 65-23 E 72.53 feet to an iron pin; thence N 21-14 E 61.81 feet to an iron pin at the joint rear corner of Lots 6 and 7; thence with the common line of said lots S 50-07 E 163.28 feet to an iron pin, the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagors herein by deed of Jack W. Jenkins, Jr. and Gail P. Jenkins as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1200, Page 423, on November 14, 1983.

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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