MORTGAGE

SOUTH CAROLINA

VA Form 26-6338 (Home Loan) Revised September 1975. Use Optional. Section 1810, Title 35 U.S.C. Acceptable to Febral National Mortgage Association.

Aiken-Speir, Inc. 265 West Cheves Street Florence, S. C. 29501 TATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

} ss:

WHEREAS:

John A. Avery and Margaret M. Avery

Greenville, South Carolina , hereinafter called the Mortgagor, is indebted to

Aiken-Speir, Inc. , a corporation organized and existing under the laws of South Carolina , hereinafter called 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 Twenty-Nine Thousand Nine Hundred and No/100ths ----- Dollars (\$ 29,900.00 ), with interest from date at the rate of eight & three-fourthsper centum ( 8 3/%) per annum until paid, said principal and interest being payable at the office of Aiken-Speir, Inc. Florence, South Carolina , or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Thirty-Five and 31/100ths----- Dollars (\$ 235.31 ), commencing on the first day of , 19 78, and continuing 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 May , 2008.

Now, Know All Men, that 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property 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 northern side of Aspenwood Drive, in Austin Township, Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot No. 204 on a plat of WESTWOOD, SECTION III, made by Piedmont Engineers and Architects, dated June 21, 1971, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-N at Page 30, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Aspenwood Drive, at the joint front corner of Lots Nos. 204 and 205 and running thence with the common line of said lots, N. 0-21 W. 140.0 feet to an iron pin in the line of Westwood, Section I; thence along the line of Westwood, Section I, S. 89-39 W. 86.0 feet to an iron pin at the joint rear corner of Lots Nos. 203 and 204; thence with the common line of said lots, S. 0-21 E. 140.0 feet to an iron pin on the northern side of Aspenwood Drive; thence with the northern side of Aspenwood Drive N. 89-39 E. 86.0 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Robert Allen Moore and Kathryn J. Moore dated April 14, 1978 and recorded in the R.M.C. Office for Greenville County in Deed Book 1077 at Page 103 on April 14, 1978.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned:

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