

Jan 30 307 PM '77

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CONNIE S. TANNER-SLEY  
R.H.C.

# MORTGAGE



STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE {

FHA CASE No. 461-160524-203

TO ALL WHOM THESE PRESENTS MAY CONCERN: EARL L. DAVIS and VEDA KAYE DAVIS

Greenville County, South Carolina , hereinafter called the Mortgagor, sends:

WHEREAS, the Mortgagor is well and truly indebted unto **Bankers Life Company**

organized and existing under the laws of **State of Iowa**, a corporation, 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 **THIRTY THOUSAND EIGHT HUNDRED FIFTY AND 00/100-----Dollars is 30,850.00**, with interest from date at the rate of **nine and one-half** per centum ( 9 1/2 %) per annum until paid, said principal and interest being payable at the office of **Bankers Life Company** in Des Moines, Polk County, Iowa or at such other place as the holder of the note may designate in writing, in monthly installments of **TWO HUNDRED FIFTY- NINE AND 45/100-----Dollars is 259.45**, commencing on the first day of **March**, 1979, 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**, 2009

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 Mortgagee, 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 executed, 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 lot of land with the buildings and improvements thereon situate on the east side of Willowtree Drive and south side of Tarwood Circle in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 374 of Section 4, of Westwood Subdivision, recorded in the R.R.C. Office for Greenville County, S.C. in Plat Book 4-R at Page 30 and having, according to said plat, the following rates and bounds, to-wit:

BEGINNING at an iron pin on the south side of Tarwood Circle at the joint corner of Lots 373 & 374 and runs thence along the line of Lot 373, S. 13-15 E. 125.3 feet to an iron pin; thence along the line of Lot 275 S. 87-33 W. 137.1 feet to an iron pin on the east side of Willowtree Drive; thence along Willowtree Drive N. 2-27 W. 60 feet to an iron pin at the intersection of Willowtree Drive and Tarwood Circle; thence with the intersection of said drive and circle N. 33-16 E. 40.6 feet to an iron pin on the south side of Tarwood Circle; thence along Tarwood Circle N. 69-00 E. 95 feet to the beginning corner.

THIS is the same property conveyed to the mortgagors by Larry J. Clayton by deed of even date herewith to be recorded.

Mortgagee's Address: 711 High Street  
Des Moines, Iowa 50307

Together with all and singular the rights, incidents, easements and appurtenances to the same belonging or in any way incident or appurtenant, and all of the fixtures, furniture and property which may have at any time been thereto attached, and including all heating, plumbing, and lighting fixtures, and equipment now or hereafter attached thereto used in connection with the real estate described above.

TO HAVE AND TO HOLD the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagee covenants that he will lawfully hold up the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell the same, to quiet title thereto, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagee further covenants to defend and forever defend all and singular the premises unto the Mortgagee forever, free and clear of the Mortgagee and all persons whosoever lawfully claiming the same or any part thereof.

The Mortgagee 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. Payment is reserved to pay the debt in whole or in any amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of each month prior to maturity, in case of a default, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.