

## MORTGAGE

This instrument is made in accordance with the laws of the State of South Carolina relating to Mortgages, and is subject to the National Housing Act.

FILED  
GREENVILLE CO. S. C.

JUN 21 1979 26 AM '79

STATE OF SOUTH CAROLINA, 1979, 26 AM '79

COUNTY OF GREENVILLE S. C.

R. S. TANERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

REBECCA J. BARTOW

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

AIKEN-SPEIR, INC.

organized and existing under the laws of **South Carolina**,  
 called the Mortgagor, 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 Six Thousand Five Hundred and 00/100 Dollars (\$26,500.00-----)**, with interest from date at the rate of **seven and three-fourths-----** per centum (**7-3/4%**) per annum until paid, said principal and interest being payable at the office of **Aiken-Speir, Inc., Post Office Box 391, in Florence, South Carolina 29503**  
 or at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred Ninety and 01/100-----** Dollars (\$190.01-----), 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 Mortgagor, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagor 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 Mortgagor, its successors and assigns, the following-described real estate situated in the County of **Greenville**  
 State of South Carolina.

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and lying and being on the Southwestern intersection of West Circle Avenue and East North Street, and being known and designated as Lots Nos. 1 and 2 of Block D of J. B. Bruce Tract, according to a plat by C. H. Furman, Jr., said plat being recorded in the R.M.C. Office for Greenville County in Plat Book G at Page 109, and having, according to a more recent plat entitled "Property of Rebecca J. Bartow" by Freeland and Associates dated January 18, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern intersection of West Circle Avenue and East North Street, and running thence with the right-of-way of West Circle Avenue, S. 37-30 E. 179.15 feet to an iron pin in the line of Lot 7; thence with the line of Lot 7, S. 52-27 W. 61 feet to an iron pin at the joint rear corner of Lots 2 and 3; thence with the line of Lot 3, N. 37-30 W. 182.75 feet to an "X" in the concrete on the Southern edge of East North Street; thence with East North Street, N. 55-50 E. 61.10 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagor herein by deed of Perry J. McCarter and Mary E. McCarter, said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 172, at Page **52**.

Together with all and singular the rights, easements, encroachments, 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, of and unto all the above-mentioned land, buildings, and improvements now or hereafter attached thereto or used in connection with the real estate herein described.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, 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 full right and lawful authority to sell, convey, or otherwise transfer 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 Mortgagor forever, from and against the Mortgagor and all persons wheresoever 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 therein 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, or earlier, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.