MORTGAGE

BODK 1480 PAGE 993

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THE CONTRACTOR OF STREET, SAME

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

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STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES E. HORKY

Greenville County, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

Perpetual Building and Loan Association

organized and existing under the laws of the 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 Thirty Three Thousand Two Hundred Fifty and 00/100 --- Dollars (\$ 33,250.00),

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 (S3) 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 those certain pieces, parcels or lots of land with all buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lots Nos. 12 and 13 according to a plat entitled "Property of James E. Horky" prepared by Carolina Surveying Company dated August 31, 1979 and recorded in the Greenville County R.M.C. Office in Plat Book 7-N at Page 59, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Jaben Drive at the joint front corner of Lots 13 and 14 and running thence along the common line of said lots, S. 61-39 W. 150 feet to an iron pin; thence N. 28-21 W. 157.1 feet to an iron pin; thence N. 64-35 E. 69.8 feet to a point on the southwestern side of Jaben Drive; thence S. 60-18 E. 152.3 feet to an iron pin on the southwestern side of Jaben Drive; thence still along Jaben Drive, S. 28-21 E. 25 feet to an iron pin at the point of beginning.

The above described property is the same acquired by the Mortgagor by deed from Helen J. Tidwell recorded in the Greenville County R.M.C. Office on September 17, 1979.

Perpetual Building & Loan Association

P. O. Box 1247 Anderson, S. C. 29621

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 Mortgagoe 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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