## **MORTGAGE**

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SLEY

RANDALL K. SMITH AND DEBORAH G. SMITH GREENVILLE, SOUTH CAROLINA

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

WHEREAS, the Mortgagor is well and truly indebted unto BANKERS LIFE COMPANY

, a corporation , hereinaster organized and existing under the laws of THE STATE OF IOWA 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 -----TWENTY-ONE THOUSAND ONE HUNDRED FIFTY AND NO/100THS-----Dollars (\$21,150.00-----), with interest from date at the rate of FIFTEEN AND ONE-HALF-----------per centum ( 15.5-----%) per annum until paid, said principal and interest being payable at the office of \_\_\_\_\_\_ in DES MOINES, POLK COUNTY, IOWA BANKERS LIFE COMPANY or at such other place as the holder of the note may designate in writing, in monthly installments of \_\_\_\_\_\_ TWO HUNDRED EIGHTY-SIX AND 37/100THS-----), , 1982, and on the first day of each month thereafter until the princommencing on the first day of OCTOBER cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable , 2002. on the first day of SEPTEMBER

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 with the buildings and improvements thereon in the County of Greenville, State of South Carolina, on the Northwestern side of East Sumerset Avenue (formerly East King Street), being known and designated as Lot Nos. 91, 92 and 93 of the Subdivision known as Anderson Street Highlands as shown on a plat thereof and recorded in the RMC Office for Greenville County in Plat Pook J at Page 157 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Northwestern side of East Somerset Avenue (formerly East King Street) at the joint front corner of Lots 90 and 91 and running thence along East Somerset Avenue N. 47-20 W. 150 feet to an old iron pin the joint front corner of Lots 93 and 94; thence running along the common line of Lot 94 N. 42-40 E. 150 feet to an old iron pin; thence running along the back line of Lots 91, 92 and 93 S. 47-20 E. 150 feet to an old iron pin; thence along the common line of Lot No. 90 S. 42-40 W. 150 feet to an old iron pin the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Thomas S. Clem and Ollie C. Clem on August 13, 1982, and thereafter st 16,1982 in the RMC Office for Greenville County in Deed Book <u>///2</u>at

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 Usighting 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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