MORTGAGEE'S ADDRESS: P.O. Drawer 408 Greenville, SC 29603



800x 1586 rage 494

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:

Quincy Jones, Mary M. Jones and Samuel O. Poston of Greenville, South Carolina SOP, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto First Federal Savings and Loan Association of South Carolina

organized and existing under the laws 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 Twenty-five Thousand and 00/100----
Dollars (25,000.00),

with interest from date at the rate of Twelve and one-half per centum (12.5 %) per annum until paid, said principal and interest being payable at the office of First Federal Savings and Loan Association of South Carolina in Greenville, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of

Two Hundred Sixty-six and 81/100----- Dollars (\$ 266.81), commencing on the first day of December , 19 82, 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 November, 2012

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 certain piece, parcel or lot of land situate, lying and being on the northwestern side of Old Rutherford Road (also known as Taylors-O'Neal Road) in Chick Springs Township, Greenville County, South Carolina, and containing 5.91 acres more or less, and having the following courses and distance, to-wit:

BEGINNING at a Railroad Spike in the center of Rutherford Road and running thence with said road S. 26-53 W. 120.2 feet to a Railroad Spike in the center of said road; thence N. 72-16 W. 212.0 feet to an old iron pin; thence N. 48-40 W. 741.9 feet to a point; thence N. 41-20 E. 23.9 feet to an iron pin; thence N. 48-40 W. 402.6 feet to an iron pin; thence N. 31-52 E. 187.7 feet to an iron pin; thence S. 48-20 E. 1,339.62 feet to the point of beginning.

The conveyance is subject to a 20 foot easement reserved by Deed of Easement by Dorothy C. Dill to <u>James A. Davis and Mary A. Davis dated November 19</u>, 1982, and recorded in the RMC Office for Greenville County in Deed Book // 77, at Page 567, on 11/19/82.

Said piece, parcel or lot of land was conveyed to the Mortgagors herein by Deed of Dorothy C. Dill, dated November \_\_/9\_, 1982, and recorded in the RMC Office for Greenville County in Deed Book \_\_//77, at Page 568\_, on 11/19/82.

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 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.

HUD-92175¼ (1-79)