## MORTGAGE

GREENVILLE CO.S.C.

This form is used in connection with mortgaged insured under the one- to four-family provisions of

the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

MAR 17 3 36 PH '83

DONNIE STAMMERSLEY R.M.L.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES D. WYATT and CONNIE R. WYATT Greenville, South Carolina

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

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

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 State of South Carolina:

ALL that certain piece, parcel, or lot of land situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot #16 of Oakwood Acres Subdivision on plat of Oakwood Acres recorded in the RMC Office for Greenville County in Plat Book MM at Page 135; said lot having, according to survey prepared by J. L. Montgomery, III, dated March 15, 1983, recorded in said RMC Office in Plat Book 9-0 at Page 39, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern edge of East Lee Road, the joint front corner of Lots #16 and #17, and running thence along the line of these lots, S. 22-55 E. 175 feet to an iron pin in the line of Lot #17; thence S. 67-05 W. 80 feet to an iron pin at the joint rear corner of Lots #16 and #15; running thence N. 22-55 W. 175 feet to an iron pin on the southern edge of East Lee Road; thence running along the southern edge of East Lee Road, N. 67-05 E. 80 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagors herein by Deed of Paul K. Wyatt dated March 17, 1983, and recorded of even date herewith.

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.

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