οſ

MORTGAGE

mee to four-family provisions of the National Housing Act.

STATE ON SOLINA. COUNTY OF GREENVILLE LEY DONNIE S

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, GARY LEE PITTMAN & FARRAR RHYNE PITTMAN, R.H.C.

Greenville County, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto AUGUST KOHN AND COMPANY, INCORPORATED,

, a corporation the state of South Carolina , hereinafter organized and existing under the laws of 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 SIXTY-SIX THOUSAND AND NO/100----), _____ Dollars (\$ 66,000.00

12.0 per centum (----twelve---with interest from date at the rate of August Kohn and Company, per annum until paid, said principal and interest being payable at the office of in Columbia, South Carolina 29202 Incorporated, P. O. Box 225 or at such other place as the holder of the note may designate in writing, in monthly installments of Six Hundred Seventynine and 14/100----- Dollars (\$ 679.14 , 1983, and on the first day of each month thereafter until the princommencing on the first day of May cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable April, 2013. on the first day of

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 all improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 58 as shown on plat entitled "Sheet One, Buxton; prepared by Piedmont Engineers & Architects, dated November 5, 1970, and recorded in the RMC Office for Greenville County in Plat Book 4-N, at page 2, and having such metes and bounds as shown on a new survey of the Property of Gary Lee Pittman and Farrar Rhyne Pittman made by Jones Engineering Service on March 10, 1983.

This being the same property conveyed to Gary Lee Pittman and Farrar Rhyne Gutshall on May 18, 1981, and recorded in the RMC Office for Greenville County on May 27, 1981, in Deed Book 1148, page 854, said deed being from Habitat Specialty Buildings, Inc. The said Farrar Rhyne Gutshall is now Farrar Rhyne Pitsman. 48,0

> MO LUMPOS KAT AMBORAS HOLD DOCUMENTARY STAMP TAX

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 indebtodness 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.

28 781 0

HUD-92175M (1-79)