P. U. Drawer F-20 Florence, 5.C. 29503

**MORTGAGE** 

IREENVILLE OF 5.0

4 17 24 53

DONNIE'S TOME ENSLEY

R.H.C

FHA No. 461-187255-234C

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

5: 1003 HSE100

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FAKHRI GAAFARY AND JANICE M. GAAFARY

Florida

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

WHEREAS, the Mortgagor is well and truly indebted unto BANKERS MORTGAGE CORPORATION

, a corporation , hereinafter organized and existing under the laws of the State of South Carolina 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-Seven Thousand Nine Hundred and No/100----------Dollars (\$ 27,900.00

per centum ( %) with interest from date at the rate of twelve per annum until paid, said principal and interest being payable at the office of BANKERS HORTGAGE CORPORATION Florence, South Carolina in or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Eighty-.\_\_\_\_Dollars (\$ 287.09 Seven and 09/100----, 19 83, and on the first day of each month thereafter until the prin-June commencing on the first day of cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable May, 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 certain piece, parcel or unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 26 of Rainbow Villas Horizontal Property Regime as is more fully described in Master Deed dated June 4, 1982, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1171 at Pages 894 through 976, inclusive, and survey and plot plan recorded in the R.M.C. Office for Greenville County in Plat Book 9-A at Pages 44 through 46.

This is the identical property conveyed to the Mortgagors herein by William F. Finnell by deed of even date to be recorded simultaneously herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way i.cident 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-92175M (1-79)