

Our File No. 9163

1411 314

SOUTH CAROLINA
FHA FORM NO. 21754
(Rev. September 1976)

FILED **MORTGAGE**
GREENVILLE, CO. S. C.

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

SEP 28 4 23 PM '77
S. TANKERSLEY
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Michael G. Sullivan and Peggy S. Sullivan

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto NCNB MORTGAGE SOUTH, INC.

organized and existing under the laws of South Carolina, a corporation 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 Thirty Thousand and NO/100----- Dollars (\$ 30,000.00), with interest from date at the rate of Eight & One-Half per centum (8½ %) per annum until paid, said principal and interest being payable at the office of NCNB MORTGAGE SOUTH, INC. P. O. Box 10338 in Charlotte, North Carolina 28237 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Thirty and 70/100----- Dollars (\$ 230.70), commencing on the first day of November, 19 77, 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 October 1, 2007.

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 southern side of Kathryan Court near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 24, on plat of Chestnut Hills No. 1, which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book QQ at Page 83, and having, according to a more recent plat made by Freeland and Associates on September 21, 1977, recorded in the RMC Office for Greenville County, South Carolina in Plat 6-I, at Page 3/, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Kathryan Court at the joint front corner of Lots 23 and 24, which point is .811.6 feet from the intersection of said Court and Bear Grass Drive; thence S. 52-54 E. 160.2 feet to a point; thence S. 17-18 W. 105.1 feet to a point; thence N. 85-24 W. 92 feet to a point; thence N. 18-27 W. 161.6 feet to a point on Kathryan Court; thence with said Court N. 52-10 E. 58 feet to the point of beginning.

This being the same property conveyed to the Mortgagors by Deed of Margaret Snipes Jester of even date to be recorded 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 and interest on the indebtedness evidenced by the said note, at the times and in the manner therein 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.

0 3 4 5

4328 RV-21