

# MORTGAGE

1429 20

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

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: CECIL JEFFERSON LUKE AND JANICE E. LUKE

GREENVILLE COUNTY, SOUTH CAROLINA, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto PANSTONE MORTGAGE SERVICE, INC.

a corporation organized and existing under the laws of THE STATE OF GEORGIA, 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-EIGHT THOUSAND THREE HUNDRED FIFTY & 00/100----- Dollars (\$ 38,350.00 ), 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 PANSTONE MORTGAGE SERVICE, INC. in ATLANTA, GOERGIA

or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED NINETY-FOUR & 91/100----- Dollars (\$ 294.91 ), commencing on the first day of MARCH 19 78, 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 FEBRUARY 2008.

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:

OK

JK

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Town of Fountain Inn, and being shown as major part of Lot 2 on a plat of "Property of Gene A. Cook" made by C.O. Riddle, Surveyor, dated February 8, 1967, and recorded in the R.M.C. Office for Greenville County in Plat Book QQQ, Page 29, and being further shown on a more recent plat of "Property of Cecil J. Luke and Janice E. Luke" prepared by Richard Wooten Land Surveying Company on January 25, 1978, recorded in Plat Book 65, Page 24, R.M.C. Office for Greenville County, and having, according to the more recent plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the southern side of Inn Circle, at the joint front corners of Lots 1 and 2, and running thence with the southern side of Inn Circle, N 53 E., 107 feet to an iron pin at the corner of Lot 3; thence along the line of Lot 3, S. 37 E., 180 feet to an iron pin; thence S. 53 W., 107 feet to an iron pin on the line of Lot 1; thence along the line of Lot 1, N. 37 W., 180 feet to an iron pin, the point of beginning.

GCTO  
-----  
JAN 31 78 1277

Being the same property conveyed to Cecil Jefferson Luke and Janice E. Luke by deed of Frank Ulmer Lumber Company, Inc., recorded February 18, 1975, in Deed Book 1014, Page 705, R.M.C. Office for Greenville County.

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.

4328 RV-2