

1429-553

FILED
GREENVILLE CO. S. C.

MORTGAGE

This form is used in connection with the mortgage and under the act of Congress approved March 3, 1933, known as the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James C. Hicks and Wyndell S. Hicks of
Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

CAMERON-BROWN COMPANY, a corporation organized and existing under the laws of North Carolina, 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 Fourteen Thousand and 00/100ths Dollars (\$14,000.00), with interest from date at the rate of eight and three fourths per centum (8.75%) per annum until paid, said principal and interest being payable at the office of Cameron-Brown Company in Raleigh, North Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Ten and 14/100ths Dollars (\$110.14), commencing on the first day of June, 1978, 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 May, 2008.

NOT KNOWN 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 the improvements thereon, situate, lying and being in or near the City of Greenville, Greenville County, South Carolina, and being more particularly described as Lot 125, Section B, as shown on a plat entitled "A Subdivision for Woodside Mills, Greenville, S. C.", made by Pickell & Pickell, Engineers, Greenville, South Carolina, January 14, 1950, and recorded in the R.M.C. Office for Greenville County in Plat Book W, at page 111-117, inclusive, and having such metes and bounds as shown thereon. According to said plat the within described lot is also known as No. 13, B Street and fronts thereon 48.5 feet.

This property is conveyed subject to all restrictions, easements, and zoning ordinances of record or on the ground affecting said property.

This is that same property conveyed to James C. Hicks and Wyndell S. Hicks by deed of Jack W. Roberts and Joyce B. Roberts, dated and recorded concurrently herewith.

[Redacted Signature Block]

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.

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