

Mail to:
Donald G. Jones
Lawson, atty.
No. 112
Greenville, S.C. 29602

1444-0315

MORTGAGE

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** } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: **I, Tyrone DeLong Dash**

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

WHEREAS, the Mortgagor is well and truly indebted unto **Aiken-Speir, Inc., Florence, South Carolina**

, a corporation organized and existing under the laws of **South 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 **Twenty Five Thousand Seven Hundred** Dollars (\$ **25,700.00**), with interest from date at the rate of **Nine and One-half** per centum (**9½** %) per annum until paid, said principal and interest being payable at the office of **Aiken-Speir, Inc., Post Office Box 391 in Florence, South Carolina 29503**

or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Sixteen and 14/100** Dollars (\$ **216.14**), commencing on the first day of **November**, 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 **October**, **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 **Greenville** State of South Carolina:

ALL that piece, parcel or lot of land with the improvements thereon in Gantt Township, County of Greenville, City of Greenville, State of South Carolina, lying and being on the north side of DeOyley Avenue, being known as Lots 44 and 45 on Plat of Augusta Road Ranches, Sub-Division, recorded in Plat Book "L", at pages 52 and 53 in the R. M. C. Office, Greenville County, South Carolina, and as shown on a property Plat of Tyrone DeLong Dash, dated September 12, 1978 by R. B. Bruce, RLS #1952 of Carolina Surveying Co., and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of DeOyley Avenue and running along said Avenue S. 89-47 W. to an iron pin (Rice Street Ext.); thence N. 2-03 E. 300.3 feet to an iron pin; thence N. 89-47 E. 112.5 feet to an iron pin; thence S. 0-13 E. along line of division of lots 45 and 46, 300 feet to the point of beginning.

THIS property is subject to all easements, covenants, restrictions, rights of way, roads, zoning regulations, utility rights of way of record or apparent from inspection.

BEING the same property conveyed to the Mortgagor by Ralph E. Stewart on September 15, 1978, and recorded on September 15, 1978, in Mortgage Book 1487, at Page 523, in the 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.

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