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FILED GREENVILLE CO. S.C.

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BOOK 1448 PAGE 145

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 } S.S.:

TO ALL WHOM THESE PRESENTS MAY CONCERN: PATRICK H. FINNEGAN AND MARTHA KEYS

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA NATIONAL MORTGAGE INVESTMENT CO., INC.

organized and existing under the laws of the State 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 **Twenty Eight Thousand, Five Hundred Fifty and No/100** Dollars (\$28,550.00), with interest from date at the rate of **nine and one-half** per centum (**9.50** %) per annum until paid, said principal and interest being payable at the office of **Carolina National Mortgage Investment Co., Inc., P. O. Box 10636** in **Charleston, South Carolina 29411** or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Forty and 11/100** Dollars (\$240.11), commencing on the first day of **December**, 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 **November 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 all buildings and improvements situate, lying and being at the southeastern corner of the intersection of Summitt Drive with East Pinehurst Drive (now known as Idlewood Drive) in the City of Greenville, Greenville County, South Carolina, being shown and designated as a major portion of lot no. 3 on a plat of the Property of Helen M. Powe made by W. J. Riddle, Surveyor, dated June, 1944, and having according to a more recent plat thereof made by Freeland & Associates, Surveyors, dated September 20, 1978, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of Summitt Drive with Idlewood Drive and running thence along the southern side of Idlewood Drive S. 89-52 E. 159.8 feet to an iron pin at the corner of lot no. 8; thence along the line of lot no. 8 S. 1-15 W. 65 feet to an iron pin at the joint rear corner of lots nos. 2 and 3; thence with the common line of said lots N. 89-52 W. 159.8 feet to an iron pin on Summitt Drive; thence with the eastern side of Summitt Drive N. 1-15 E. 65 feet to the point of beginning.

The above described property is the same conveyed to the mortgagors herein by deed of Agnes P. Smith, 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.

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