

FILED
GREENVILLE CO. S. C.
AP 10 3 45 PM '79
SONNIE S. TANKERSLEY
R.M.C.

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:
See 1261

TO ALL WHOM THESE PRESENTS MAY CONCERN: James Michael Hancock

Greenville, S. C. , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Fidelity Federal Savings & Loan Association

, 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 Thirty Five Thousand Six Hundred and No/100----- Dollars (\$ 35,600.00), with interest from date at the rate of Seven and Three-Fourths per centum (7.75 %) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings & Loan Association in Greenville, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Fifty Five and 25/100----- Dollars (\$ 255.25), commencing on the first day of June , 1979 , 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, 2009

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 improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern side of Wakewood Way, being known and designated as the major portion of Lot No. 19, as shown on a plat prepared by C. C. Jones, Civil Engineer entitled Imperial Hills, dated August, 1964, recorded in the RMC Office for Greenville County in Plat Book BBB, Page 35, revised by survey of "Property of James Michael Hancock" dated April 9, 1979, prepared by Century Land Surveying Co., recorded in Plat Book 7D at Page 46, and having, according to said survey, the following metes and bounds to-wit:

BEGINNING at an iron pin in the right of way for Wakewood Way at the joint front corner of Lot Nos. 19 and 20 and running thence a new line through Lot No. 19, N. 74-36 E., 157.12 feet to an iron pin in the rear line of Lot No. 21; thence with the rear line of Lot No. 21, S. 14-02 E., 47.6 feet to an iron pin, joint rear corner of Lot Nos. 21 and 22; thence with the rear line of Lot No. 22, S. 20-07 E., 46.6 feet to an iron pin in the rear line of Lot 22, joint rear corner of Lot Nos. 18 and 19; thence with the line of Lot 18, S. 74-58 W., 147.96 feet to an iron pin in the right of way for Wakewood Way; thence with the right of way for Wakewood Way, N. 25-55 W., 35.1 feet to an iron pin; thence continuing with said right of way N. 20-43 W., 58.8 feet to the point of (*Con't on back) 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.

GC10 ----- AP10 79 1303
AP10 79 1304

3.0001
5001

0724

4328 RV-2