

# MORTGAGE

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

FILED  
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }  
DONNIE GREENVILLE }  
R.M.C. }

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TO ALL WHOM THESE PRESENTS MAY CONCERN: TOMMY LEE SMITH AND NANCY PEARSON SMITH

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

WHEREAS, the Mortgagor is well and truly indebted unto Aiken-Speir, Inc.

, a corporation organized and existing under the laws of the State 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 Thirteen Thousand and No/100 Dollars (\$ 13,000.00 ),

with interest from date at the rate of eleven and one-half per centum ( 11½ %) per annum until paid, said principal and interest being payable at the office of Aiken-Speir, Inc. in Florence, South Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Twenty-Eight and 83/100 Dollars (\$ 128.83 ), commencing on the first day of February, 19 80, 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 January, 2010.

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 those certain pieces, parcels, or lots of land in the City of Greenville, County of Greenville, State of South Carolina, at the northeasterly intersection of Main Street and Norwood Street, being shown and designated as Lots Nos. 1 and 2, on plat of Norwood Heights, recorded in the RMC Office for Greenville County, S. C., in Plat Book "E", at Pages 216 and 217, and being shown on more recent plat entitled "Property of Tommy Lee Smith and Nancy Pearson Smith", prepared by R. B. Bruce, RLS, 17 December 1979, recorded in the RMC Office for Greenville County, S. C., in Plat Book "7 T", at Page 18, and having, according to more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northerly side of Main Street, joint front corner of Lots Nos. 2 and 3, and running thence with the northerly side of Main Street, N. 61-32 W. 60.3 feet to an old iron pin at the northeasterly intersection of Main Street and Norwood Street; thence with the easterly side of Norwood Street, N. 6-14 E. 100.3 feet to an old iron pin, joint corner of Lots Nos. 1 and 45; thence with the joint lines of said lots, S. 70-22 E. 60.4 feet to an old iron pin, joint rear corner of Lots Nos. 2 and 3; thence with the joint line of said lots, S. 7-47 W. 109.1 feet to an old iron pin, the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of Charles M. Durham and James L. Wilson, dated 27 December 1979, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 391, Florence, South Carolina 29503.

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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein 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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