

FILED
GREENVILLE CO. S. C.

BOOK 1161 PAGE 261

STATE OF SOUTH CAROLINA

JUL 23 11 13 AM '70

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Bettie Mahaffey

(hereinafter referred to as Mortgagor) is well and truly indebted unto The North Carolina Mutual Life Insurance Company

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

SIX THOUSAND Dollars (\$ 6,000.00) due and payable
Over a period of fifteen (15) years with 179 equal monthly installments of Fifty Seven Dollars and Thirty Four Cents (\$57.34) each, including interest at the rate of Eight Percent (8%) per annum and principal, and the 180 installment for the balance due if not sooner paid. The first payment to commence on the First Day of September, 1970, and on the First day of each consecutive month thereafter until paid in full.

with interest thereon from date at the rate of Eight per centum per annum, to be paid: Monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

"ALL that certain 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, and in the City of Greenville, on Dunbar Street in Tax District 500-82-3-11.1, and is shown on a Plat of property of Bettie Mahaffey dated June 11, 1970 by R. B. Bruce, R. L. S. Number 1952, and the said Plat being of record in Plat Book _____, at Page _____, Office of the R. M. C. for Greenville County, and being more particularly described as follows:

BEGINNING at an iron pin on the north side of Dunbar Street and running N. 11-0 E., 139.25 feet to an iron pin; thence S. 73-30 E., 36.5 feet to an iron pin; thence South 11-0 W., 139.25 feet to an iron pin on the North side of Dunbar Street; thence along Dunbar Street N. 73-30 W., 36.5 feet to the point of Beginning.

BEING the same property conveyed to Bettie Mahaffey by Laura Davis and Earl B. Davis, Jr., by Deed dated July 3, 1970.

THE Mortgagor covenants and agrees that a fee not to exceed One Percent (1%) of each past due installment will be charged provided the minimum charge in every case is not less than One Dollar (\$1.00). Also, that the right is reserved to prepay One Hundred Dollars (\$100.00) or multiples thereof on any installment date of payment, provided all prior installments have been paid. However, prepayment in excess of Twenty Percent (20%) of the original principal (non-cumulative) in any one year during the first seven (7) years from the date thereof shall be subject to a charge of Three Percent (3%). After seven (7) years, prepayment shall be subject to a charge of Two Percent (2%).

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.