

REGISTRATION NO. 22
SOUTH CAROLINA
COMA FORM NO. 21734
(Rev. September 1972)

FILED
GREENVILLE CO. S. C.

JAN 29 4 26 PM '73

MORTGAGE

DONNIE S. TANKERSLEY
R.M.C.

1265 152
with mortgages insured under the
provisions of the National Housing Act.

STATE OF SOUTH CAROLINA,
COUNTY OF

TO ALL WHOM THESE PRESENTS MAY CONCERN: WILLIAM P. FINLEY and PATRICIA J. FINLEY

Greenville County

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto The Lomas & Nettleton Company, a Connecticut corporation, with principal place of business at 175 Orange Street, New Haven, Conn. 05608

a corporation organized and existing under the laws of Connecticut, 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 Seventeen Thousand Four Hundred and No/100-- Dollars (\$ 17,400.00), with interest from date at the rate of seven per centum (7 %) per annum until paid, said principal and interest being payable at the office of The Lomas & Nettleton Company, 3200 Pacific Avenue

in Virginia Beach, Virginia or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Fifteen and 88/100-- Dollars (\$ 115.88), commencing on the first day of March, 1973, 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 February, 2003.

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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as a portion of property previously owned by W. H. McCauley and now owned by Beattie E. Huff, and a greater portion of Lot No. 17 as shown on a plat of Huntly Acres of record in the RMC Office for Greenville County in Plat Book "MM" at Page 20, and being more specifically shown as "Property of Anthony H. Brown" on a plat prepared by R. B. Bruce, RLS, dated February 4, 1970, of record in the RMC Office for Greenville County in Plat Book "4D" at Page 85, and having, according to the latter plat, the following metes and bounds, to-wit:

Beginning at an Iron pin on the Western side of Pitman Circle, running thence down Pitman Circle S.08-13 E. 85 feet to an Iron pin at the joint front corner of Lots Nos. 17 and 18; running thence S.81-25 W. 54.2 feet to an Iron pin; running thence S.60-57 W. 137.1 feet to an Iron pin at the joint rear corner of Lots 17 and 18; which pin is 10 feet offset from a creek, which is the line; thence down said Creek, N.22-35 W. 82.1 feet to an Iron pin at the joint corner of W. H. McCauley property and Lot 17; running thence N.60-17 E. 145.6 feet to an Iron pin; running thence N.82-57 E. 59.3 feet to the beginning corner.

"The grantors covenant and agree that so long as this Deed of Trust, Security Deed, or Mortgage whichever is applicable, and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, whichever is applicable, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the (cont'd)

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.