

GREENVILLE COUNTY, S.C.

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RECORDED
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MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: **G. RICHARD GRIFFITH AND ANJOY F. GRIFFITH**

GREENVILLE, SOUTH CAROLINA

do hereby certify that the Mortgage is a true and correct copy of the original as the same appears in the files of the Recorder of Deeds for the County of Greenville, South Carolina.

WHEREAS the Mortgagor is well and truly indebted unto **AIKEN-SPEIR, INC.**

organized and existing under the laws of **SOUTH CAROLINA** hereinafter referred to as the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are set forth herein by reference, in the principal sum of **SIXTEEN THOUSAND SEVEN HUNDRED AND NO/100-----** Dollars (\$ **16,700.00**) with interest from date at the rate of **NINE and One-half** per centum (**9 1/2**) per annum until said principal amount being payable at the office of **AIKEN-SPEIR, INC.**

265 WEST CHEVES STREET in **FLORENCE, SOUTH CAROLINA** together with all and singular the holder of the note may designate in writing, in monthly installments of **ONE HUNDRED FORTY AND 45/100-----** Dollars (\$ **140.45**)

beginning on the first day of **October**, 19 **74**, 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 made payable on the first day of **September**, **2004**.

NOT KNOWN ALL MEN: That the Mortgagor, in consideration of the aforesaid debt and for better securing the same, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagee, and for the purpose intended by the Mortgagor at and before the sealing and delivery of these presents, the Mortgagor, his heirs, assigns, executors, administrators, personal representatives, legal representatives, and assigns, 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 southeasterly side of Brookside Circle, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 113, University Park Subdivision, as per plat thereof, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book P, page 127, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Brookside Circle, joint front corner Lots Nos. 113 and 114, said pin being 225 feet in a southwesterly direction from the intersection of Beverly Lane and Brookside Circle, and running thence S. 37-34 E. 182.5 feet to an iron pin, joint rear corner Lots Nos. 113 and 114; thence S. 52-26 W. 75 feet to an iron pin, joint rear corner Lots Nos. 112 and 113; thence N. 37-34 W. 182.5 feet to an iron pin on the southeasterly side of Brookside Circle, joint front corner Lots Nos. 112 and 113; thence along the southeasterly side of Brookside Circle N. 52-26 E. 75 feet to an iron pin, the point of beginning.

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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