

SOUTH CAROLINA
FHA FORM NO. 2175M
Rev. September 1972

MORTGAGE

BOOK 1347 PAGE 633

FILED
GREENVILLE CO. S. C.
APR 2 11 11 AM '75

BOOK 1348 PAGE 754

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE S. TANKERSLEY
W.H.C. GREENVILLE CO. S. C.

ROGER D. LUSK AND DEBRA D. LUSK
Greenville, South Carolina

hereinafter called the Mortgagor, send(s) greetings:
DONNIE S. TANKERSLEY

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

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 **Twenty-Eight Thousand Three Hundred and 00/100-----Dollars (\$ 28,300.00**), with interest from date at the rate of **eight and one-half** per centum (**8-1/2** %) 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 **Two Hundred Seventeen and 63/100-----Dollars (\$ 217.63**), commencing on the first day of **October**, 1975, 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 **September**, 2005.

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 pieces, parcels or lots of land, together with all improvements thereon, situate, lying and being in Greenville County, State of South Carolina, on the southern side of Forestdale Drive, shown and designated as the western portion of Lot 47 and the eastern portion of Lot 48 on plat entitled "Forestdale Heights", prepared by R. K. Campbell, dated December, 1956, recorded in the RMC Office for Greenville County, S. C. in Plat Book KK at Page 199, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Forestdale Drive at the front line of Lot 47, which iron pin is 20 feet west of the joint front corner of Lots 46 and 47; thence along a new line through Lot 47, S. 4-31 W. 191.8 feet to an iron pin; thence N. 85-45 W. 90 feet to an iron pin in the rear line of Lot 48, which iron pin is 30 feet east of the joint rear corner of Lots 48 and 49; thence along a new line through Lot 48, N. 4-31 E., 192.3 feet to an iron pin on the southern side of Forestdale Drive; thence along the southern side of Forestdale Drive, S. 85-29 E., 90 feet to 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.

9754

4328 RV-2