

**MORTGAGE**

1355 525

This mortgage is subject to the  
National Housing Act of 1934  
as amended and to the provisions of  
the National Housing Act of 1938

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

GREENVILLE CO. S. C.  
REC 10 3 50 PM '76  
BERNIE S. TANNENSLY  
R.L.S.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**JERRY M. McELHANNON and PAMELA McELHANNON** of  
**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 **South Carolina**, hereinafter  
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are in-  
corporated herein by reference, in the principal sum of **Seventeen Thousand Four Hundred Fifty**  
**and 00/100**----- Dollars (\$ **17,450.00**--- ), with interest from date at the rate  
of **nine** per centum ( **9** ) 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 Forty and 47/100**----- Dollars (\$ **140.47** ).  
commencing on the first day of **February** 19 **76**, 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** 2006.

**NOT, 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 Mort-  
gagor 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, lying and being on  
the Eastern side of Taylors Road (Brushy Creek Road) as  
shown on plat prepared by J. Earl Freeman, Surveyor, dated  
October 19, 1940, being also known as property of Alfred G.  
Taylor, and shown on a more recent plat entitled "Property  
of James M. Burden", dated July, 1972, prepared by R. B.  
Bruce, R.L.S., which plat is of record in the Office of the  
R.M.C. for Greenville County, S. C. in Plat Book 4W, Page 8,  
and having, according to said survey, the following metes  
and bounds, to-wit:  
BEGINNING at an iron pin on the Eastern side of Taylors Road  
(Brushy Creek Road) at the joint front corner of Lots 18 and  
19 of the James M. Burden Property and said iron pin also  
being 200 feet more or less from the Southeast intersection  
of Taylors Road and Freeman Drive; thence along the joint  
line of said lots N. 78° 45' East 155.0 feet to an iron pin;  
thence S. 10° 15' East 83.0 feet to an iron pin; thence S.  
78° 45' West 155.0 feet to an iron pin on the Eastern side  
of Taylors Road; thence N. 10° 15' West 83.0 feet to the  
point and place 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 ab-  
solute, 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 for-  
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-  
sons 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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