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GREENVILLE CO. S. C.

# MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

Mortgagee's Address: P. O. Box 391, Florence, S. C. 29503  
STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } 552

TO ALL WHOM THESE PRESENTS MAY CONCERN: James R. Porter

Mauldin, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

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

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 incorporated herein by reference, in the principal sum of Forty-two Thousand Fifty and No/100ths----- Dollars (\$ 42,050.00 ), with interest from date at the rate of nine and one-half per centum ( 9 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 Three Hundred Fifty-three and 64/100ths----- Dollars (\$ 353.64 ), commencing on the first day of December, 19 78, 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 November, 2008

NOV, 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 together with buildings and improvements thereon, situate, lying and being on the Western side of Basswood Drive, in the Town of Mauldin, in Greenville County, South Carolina, being shown and designated as Lot No. 88 of a Final Plat of HILLSBOROUGH, Sec. 2, made by Jones Engineering Services, dated November, 1970, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 4F, Page 51, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Southwestern side of Basswood Drive at the joint front corner of Lots Nos. 88 and 89; and running thence S. 57-24 W. 140.0 feet to a point in the rear lot line of Lot No. 71; and running thence along the rear lot lines of Lots Nos. 71 and 72, S. 12-42 E. 117.0 feet to a point, which point being the joint rear corner of Lots Nos. 87 and 88; and running thence with the joint line of said lots, S. 57-24 W. 180 feet to a point on the Southwestern side of Basswood Drive; and running thence with said Drive, S. 32-36 E. 110.0 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of General Motors Corporation dated September 7, 1978 and recorded herewith in the RMC Office for Greenville County, South Carolina.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
16.34

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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