

GREENVILLE CO. S. C.
10 17 1978
LEWIS S. TANKERSLEY
R.M.C.

MORTGAGE

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

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: L. JERRY CHAPMAN AND MARY FRANCES CHAPMAN

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

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

AIKEN-SPEIR, INC., a corporation 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 Fourteen Thousand Nine Hundred and No/100-- Dollars (\$ 14,900.00), 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 One Hundred Twenty-five and 31/100-- Dollars (\$ 125.31), commencing on the first day of December, 1978, 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.

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 of lots of land situate, lying and being on the Western side of Hillcrest Circle, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of Lot No. 19 and a portion of Lot No. 20 as shown on a plat of Hillcrest Circle, prepared by W. M. Rast, Engineer, dated September, 1928, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book H at page 129, and having, according to a more recent plat, prepared by Charles F. Webb, R.L.S., dated October, 1978, entitled "Property of L. Jerry Chapman and Mary Frances Chapman, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-W at page 82, the following metes and bounds:

BEGINNING at an iron pin on the Western side of Hillcrest Circle at the joint front corner of Lots Nos. 18 and 19 and running thence a new line through Lot No. 19 N. 72-38 W. 158.6 feet to an iron pin; thence S. 27-45 W. 75.8 feet to an iron pin at the joint rear corner of Lots Nos. 20 and 21; thence a new line through Lot No. 20 S. 72-30 E. 174.6 feet to an iron pin on the Western side of Hillcrest Circle; thence with the Western side of Hillcrest Circle N. 15-35 E. 75 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Cecy A. Almon, et al., dated May 1, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1078 at page 657 on May 5, 1978.

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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