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FILED
GREENVILLE CO. S. C.

MORTGAGE

This form is used in connection with mortgages insured under the Home Owners' Loan Corporation Act of the National Housing Act.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
S. PARKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Ernest E. Jellison and Lois K. Jellison

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 incorporated herein by reference, in the principal sum of **Twenty-eight thousand nine hundred and no/100ths** Dollars (\$ 28,900.00), with interest from date at the rate of **seven and three-quarters** per centum ($7 \frac{3}{4}$) 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 seven and 21/100ths** Dollars (\$ 207.21), commencing on the first day of **February** 1979, 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** 2009.

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 State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being on the southern side of the intersection of Old Farm Lane and Ridgeway Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 41 on plat of Woodfields, recorded in Plat Book 3 at Page 113 and being described more recently on plat of Ernest E. Jellison and Lois K. Jellison, dated December 28, 1978, prepared by Freeland and Associates, to-wit:

BEGINNING at an old iron pin on the southern side of Old Farm Lane at the joint front corner of Lots 41 and 42 and running thence along the common line of said lots S. 19-34 W. 192.8 feet to an old iron pin at the joint rear corner of Lots 40, 41 and 42; thence along the common line of Lots 40 and 41 N. 45-51 W. 158.4 feet to an old iron pin on the southern side of Ridgeway Drive; thence along said drive N. 44-09 E. 123.5 feet to an old iron pin at the intersection of said drive and Old Farm Lane; thence N. 76-50 E. 27.1 feet to an old iron pin on the southern side of Old Farm Lane; thence S. 70-29 E. 70 feet to an old iron pin, the point of beginning.

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DERIVATION: Deed of Theresa Cheatham Kelly recorded January 2nd 1979, in Deed Book 1084 at Page 701.

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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