

1011 W. PEACHTREE STREET N.W., P.O. BOX 54098,
GREENVILLE, SOUTH CAROLINA

ATLANTA, GA. 30308
1454 PAGE 522

JAN 5 2 54 PM '79
JOHNNIE S. TANKERSLEY
R.H.C.

MORTGAGE

This instrument is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: JEFFREY HART WEAVER AND DEBRA KIRBY WEAVER

GREER, SOUTH CAROLINA

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

PANSTONE MORTGAGE SERVICE, INC.

a corporation

organized and existing under the laws of GEORGIA

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 THIRTY-SIX THOUSAND FIVE HUNDRED AND NO/100-----Dollars (\$ 36,500.00)

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 PANSTONE MORTGAGE SERVICE, INC. 1011 W.

PEACHTREE STREET N.W. in P.O. BOX 54098, ATLANTA, GEORGIA 30308

or at such other place as the holder of the note may designate in writing, in monthly installments of THREE

HUNDRED SIX AND 97/100-----Dollars (\$ 306.97)

commencing on the first day of MARCH 19 79 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 FEBRUARY, 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 GREENVILLE State of South Carolina

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Greer, County of Greenville, State of South Carolina, situate, lying and being on the southern side of Sunset Avenue and being known and designated as Lot 6 on a plat of Property of Ratterree-James Insurance Agency, plat of which is recorded in the RMC Office for Greenville County in Plat Book NNN, at Page 76, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Sherwood Avenue (Sunset Avenue), joint front corner of Lots 5 and 6, and running thence with the common line of said Lots S. 10-22 E. 90 feet to an iron pin; thence with the common line of Lots 6 and 7 S. 79-38 W. 145 feet to an iron pin on the eastern side of Sherwood Avenue; thence with the said Sherwood Avenue N. 10-22 W. 90 feet to an iron pin; thence continuing with Sherwood Avenue (Sunset Avenue) N. 79-38 E. 145 feet to an iron pin, the point of beginning.

Derivation: Deed Book _____, Page _____ - Boyd B. Nicholson 1/5/79

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 whatsoever 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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