

FILED
GREENVILLE CO. S. C.
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MORTGAGE

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

DONNIE S. TANKERSLEY
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Pong Ho Yim and Jong Sook Yim

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 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 TWENTY TWO THOUSAND FIVE HUNDRED FIFTY AND 10/100 Dollars (\$ 22,550.00), with interest from date at the rate of Nine and one-half per centum (9.50 %) per annum until paid, said principal and interest being payable at the office of Aiken-Speir, Inc. P.O. Box 391 in Florence, South Carolina

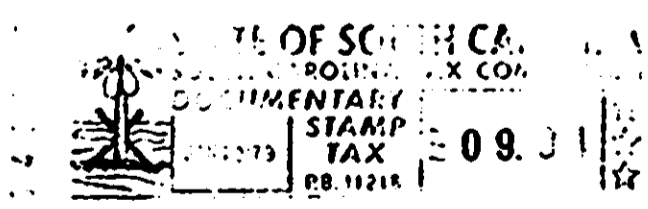
or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED THIRTY FIVE AND 65/100 Dollars (\$ 235.65), commencing on the first day of March 19 79 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1994.

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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of Pecan Drive, and being known and designated as Lot No. 43, as shown on a Plat of Pecan Terrace, made by Piedmont Engineering as recorded in the RMC Office for Greenville County, in Plat Book GG at Page 9, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Pecan Drive, at the joint front corner of Lots 42 and 43, and running thence along the joint line of said Lots S. 64 - 40 W. 159.2 feet to an iron pin; thence running N. 28 - 24 W. 72.9 feet to an iron pin at the joint rear corner of Lots 43 and 44; thence with the common line of said Lots N. 65 - 41 E. 164.3 feet to an iron pin on the southwestern side of Pecan Drive; thence with the line of said Pecan Drive S. 24 - 19 E. 70 feet to the point of BEGINNING.

This is the same property conveyed to the mortgagors by Deed of Perry S. Luthi, as Trustee for Kull Trust recorded January 10, 1979, RMC Office for Greenville County.



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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