

FILED
GREENVILLE, CO. S. C.

JUN 26 4 34 PM '79

MORTGAGE

THIS MORTGAGE IS SUBJECT TO THE
NATIONAL AUTOMATIC FORECLOSURE
ACT, 12 U.S.C. § 1701-1705,
AND THE NATIONAL HOUSING ACT.

DONNIE S. TANKERSLEY
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

STEPHEN DAVID HUGHES AND JUDITH N. HUGHES
Simpsonville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

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

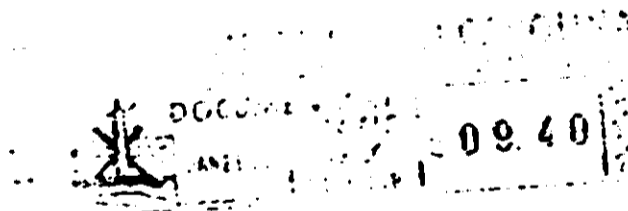
a corporation organized and existing under the laws of **South Carolina**, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **--Twenty Three Thousand Five Hundred and No/100 (\$23,500.00) Dollars (\$ 23,500.00 -----)**, with interest from date at the rate of **Seven & Three/Fourths ----- per centum (7 3/4 ---- %) per annum** until paid, said principal and interest being payable at the office of **Aiken-Speir, Inc., P. O. Box 391**

in Florence, S. C. 29503 or at such other place as the holder of the note may designate in writing, in monthly instalments of **--One Hundred Sixty Eight and 50/100 ----- Dollars (\$ 168.50 -----)**, 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**, 20**09**.

NOT KNOWN 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 Mortgagee 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 in the County of Greenville, Town of Simpsonville, State of South Carolina, being shown and designated as Lot No. 87 on plat of Section III, Bellingham, recorded in the RMC Office for Greenville County in Plat Book "4X", at Page 89. Said lot fronts on the northerly side of Newgate Drive 85 feet, has a depth of 156.7 feet on the westerly side, a depth of 150 feet on the easterly side and is 75.3 feet in width across the rear.

This being the same property conveyed to the Mortgagors herein by deed of William Harold Nicholson and Margaret C. Nicholson dated January 25, 1979, and to be recorded of even date herewith.



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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 fixtures, plant, 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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