

FILED
GREENVILLE CO. S. C.

MORTGAGE

This form is used in connection with the program insured by the new 10-year stability plan of the National Housing Act.

24 23 / 14 FH '75
CONNIE S. TANKERSLEY

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: TERRY W. COX and DEBORAH L. COX

SIMPSONVILLE, SOUTH CAROLINA

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **BANKERS LIFE COMPANY**

a corporation
organized and existing under the laws of **the State of Iowa**, 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-THREE THOUSAND TWO HUNDRED FIFTY and NO/100**-----Dollars (\$ **33,250.00**), 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 **Bankers Life Company, Des Moines, Polk County, Iowa**

or at such other place as the holder of the note may designate in writing, in monthly installments of -----**TWO HUNDRED SEVENTY-NINE and 63/100**----- Dollars (\$ **279.63**), commencing on the first day of **March**, 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 **February, 1979**.

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 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 located in Greenville County, State of South Carolina in the Town of Simpsonville and being known and designated as Lot No. 370 of Section IV, WESTWOOD Subdivision and being shown on recent plat of property of Terry W. Cox and Deborah L. Cox prepared by H. C. Clarkson, Jr., RLS, dated January 23, 1979 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Tamwood Circle at the joint front corners of Lots 370 and 371 and running with the edge of Tamwood Circle N. 69-00 E. 105 feet to an iron pin; thence continuing with the edge of said circle S. 51-45 E. 25.5 feet to an iron pin; thence continuing with the edge of said circle S. 7-30 W. 134.6 feet to an iron pin; thence leaving said circle and running with the joint line of lots 369 and 370 S. 69-00 W 53.8 feet to an iron pin; thence with the joint line of lots 370 and 371 N. 21-00 W. 140 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Lonnie R. and Wanda G. Swanner of even date to be recorded herewith.

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.

4328 RV-2

02150