

MORTGAGE

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

FILED
GREENVILLE CO. S.C.
FEB 1 4 47 PM '79
DONNIE S. TAYLOR
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: LARRY A. GOLDSMITH AND JOLLY A. GOLDSMITH

Greenville, South Carolina of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

SOUTH CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns,

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 Six Thousand Five Hundred Fifty and 00/100-----Dollars (\$26,550.00-----), 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 South Carolina Federal Savings and Loan Association in Columbia, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Twenty Three and 24/100-----Dollars (\$223.24-----), 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 located in the County of Greenville, State of South Carolina, and being shown and designated as Lot No. 38 on a plat of Lanco Inc. Property, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book RR at Page 199, and having, according to a more recent plat, entitled "Property of Larry A. Goldsmith and Jolly A. Goldsmith" by Freeland and Associates, dated January 29, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern edge of Malone Street at the joint front corner of Lots 37 and 38, and running thence with the line of Lot 37, N. 71-02 E. 141 feet to an iron pin in the joint rear corner of Lots 37, 38 and 40; thence with the line of Lot 40, S. 3-42 W. 106.5 feet to an iron pin at the joint rear corner of Lots 38, 40 and 39; thence with the line of Lot 39, S. 65-22 W. 101.6 feet to an iron pin on the Eastern edge of Malone Street; thence with Malone Street, N. 18-30 W. 110 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of South Carolina Federal Savings and Loan Association, said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1096 at Page 391.

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.

GC10

FEB 1 1979
254
3.000CT

4328 RV.2