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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

VOL 1400 PAGE 411

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

STATE OF SOUTH CAROLINA, }  
COUNTY OF Greenville } ss:

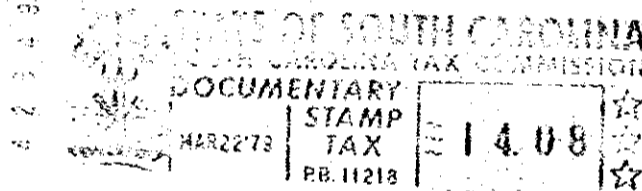
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
John A. & Hazel A. Marshbanks

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

WHEREAS, the Mortgagor is well and truly indebted unto First Federal Savings & Loan Association of Greenville, South Carolina

, a corporation organized and existing under the laws of United States, 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 Five Thousand One Hundred Fifty Dollars (\$ 35,150.00 ), with interest from date at the rate of seven and three quarters per centum ( 7 3/4 %) per annum until paid, said principal and interest being payable at the office of First Federal Savings & Loan Association of Greenville, South Carolina in P. O. Drawer 408, Greenville, South Carolina, or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Fifty Two and 03/100 Dollars (\$ 252.03 ), commencing on the first day of May, 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 April, 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 State of South Carolina:



ALL that lot of land with the buildings and improvements thereon, situate on the Northwest side of Club Circle, near the City of Greenville, in Greenville County, S. C., being shown as Lot 21A, and the adjoining one-half of Lot 20 as shown on plat of property of Roy W. Boggess and Walter L. Miller, Jr. (formerly property of Greenville Motor Boat Club) made by Jones and Sutherland, Engineers, January 8, 1960, recorded in the RMC Office for Greenville County, S. C., in Plat Book UU, page 7, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Club Circle at joint front corner of Lots 21 and 21A and runs thence along the line of Lot 21, N. 21-17 W. 228.9 feet to an iron pin; thence N. 31-52 W. 110 feet to an iron pin; thence S. 58-43 W. 240 feet to an iron pin in the center of the rear line of Lot 20; thence through the center of Lot No. 20, S. 33-46 E. 331.3 feet to an iron pin on the Northwest side of Club Circle in the center of the front line of Lot 20; thence with the curve of Club Circle (the chord being N. 53-32 E. 42.5 feet) to an iron pin; thence continuing with the curve of Club Circle (the chord being N. 64-15 E. 85 feet) to the beginning corner.

This is the same property conveyed to Mortgagor by deed of Marion C. Greene dated March 20, 1979 and recorded herewith in the Office of the RMC for Greenville County South Carolina in Deed Book 1099 at Page 16. 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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