

Mortgagee's address: Post Office Box 408, Greenville, S. C. 29602

FILED
GREENVILLE CO. S. C.

MORTGAGE

VCL 1400 PAGE 835

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DONNIE S. TANKERLEY
SS.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHNNY C. SUTHER and LESSIE JANE SUTHER-----of Greenville, South Carolina-----, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION-----

-----, a corporation organized and existing under the laws of The 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-One Thousand and No/100----- Dollars (\$ 31,000.00-----), with interest from date at the rate of Seven and Three-Fourths----- per centum (7 3/4----- %) per annum until paid, said principal and interest being payable at the office of First Federal Savings and Loan Association----- in Greenville, South Carolina-----, or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Twenty-Two and 27/100----- Dollars (\$ 222.27-----), commencing on the first day of May, 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 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 certain piece, parcel or lot of land, located, lying and being in the County of Greenville, State of South Carolina, on the southwestern side of Shamrock Circle, being known and designated as all of Lot 21 and a portion of Lot 22, as shown on plat entitled "Revision of Lots 21 and 22 of Shamrock Acres", prepared by C. C. Jones, dated September 1963, recorded in the Greenville County R.M.C. Office in Plat Book BBB at Page 89, and according to a more recent plat thereof entitled "Property of Johnny C. Suther and Lessie Jane Suther", dated March 22, 1979, prepared by Freeland & Associates, recorded in the Greenville County R.M.C. Office in Plat Book 2-B at Page 84, having the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southwestern side of the right-of-way of Shamrock Circle at the joint front corner of Lots 21 and 20 and running thence along the joint line of said lots S. 32-10 W., 193.4 feet to an old iron pin at the joint rear corner of Lots 21 and 20; thence N. 33-30 W., 125.2 feet to an old iron pin; thence N. 44-56 E., 160.14 feet to an old iron pin on the southwestern side of the right-of-way of Shamrock Circle (said iron pin being 270 feet, more or less, easterly from Kingswood Drive); thence along said right-of-way S. 47-29 E., 80.0 feet to an old iron pin at the joint front corner of Lots 21 and 20, the point and place of beginning.

Grantor: Charles B. Hughey and Ranelle B. - recorded on even date.

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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