

Mail to: Peter & Rose... ATTORNEYS AT LAW... 411 Patton St... STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE... DONNIE S. TANKERSLEY R.M.C.

This form is used in connection with mortgages insured under the new, 40-year-fund provisions of the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Bobby L. Coggins, Jr. and Rebecca Sue Frye of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

Engel Mortgage Company, Inc., a corporation organized and existing under the laws of Delaware, 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-Eight Thousand Nine Hundred Fifty and no/100 Dollars (\$ *28,950.00*).

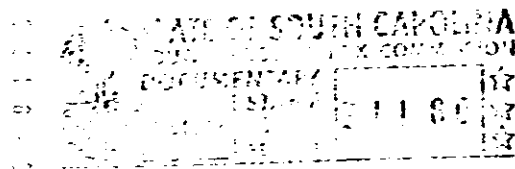
with interest from date at the rate of *Ten* per centum (*10*) per annum until paid, said principal and interest being payable at the office of Engel Mortgage Company, Inc., Post Office Box 847 in Birmingham, Alabama 35201 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Fifty-Four and 18/100 Dollars (\$ *254.18*) commencing on the first day of September, 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 August, 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 lying in the State of South Carolina, County of Greenville, shown and designated as Lot 45 and the Northwestern one-half of Lot 46 on plat of Leawood, prepared by Dalton & Neves, Engineers, dated June, 1938, recorded in Plat Book J at pages 18 and 19 and having according to a plat entitled "Property of Bobby L. Coggins and Rebecca S. Frye," dated July 10, 1979, prepared by W. R. Williams, Jr., the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Sylvania Avenue at the joint front corner of Lots 44 and 45 and running thence with the line of Lot 44, S. 33-54 W. 164.3 feet to an iron pin; thence S. 55-41 E. 112.5 feet to an iron pin in the center of the rear line of Lot 46; thence with the line through the center of Lot 46, N. 33-54 E. 165.1 feet to an iron pin on the southern side of Sylvania Avenue; thence with the southern side of Sylvania Avenue, N. 56-06 W. 122.5 feet to the beginning corner.

Derivation: J. C. Patterson and Dola C. Patterson, recorded in Deed Book 1166 at Page 680, on the 13 day of July, 1979, in the RMC Office for Greenville County, South Carolina.



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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole or in part, or to make any other payment, at any time, 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 the payment.

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