

MORTGAGE

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

REC. 70
OCT 11 PM '79
SHERSLEY

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Gerald K. Howard and Cynthia E. Howard

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

WHEREAS, the Mortgagor is well and truly indebted unto Family Federal Savings & Loan Association

, 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 FORTY THOUSAND EIGHT HUNDRED AND FIFTY AND NO/100----- Dollars (\$ 40,850.00),

with interest from date at the rate of -Eight----- per centum (8.0 %) per annum until paid, said principal and interest being payable at the office of Family Federal Savings & Loan Association in Greer, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Ninty-Nine and 76/100----- Dollars (\$ 299.76), commencing on the first day of November, 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 October, 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, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 12 on plat of property of Wade Hampton Gardens recorded in Plat Book MM, at Page 199, and described as follows:

BEGINNING at an iron pin on the Eastern side of Flamingo Drive at the corner of Lot 11 and running thence with the line of said Lot S. 71-03 E. 165 feet to an iron pin; thence with the rear lines of Lots 23 and 22 N. 18-57 E. 100 feet to an iron pin in the line of Lot 13; thence with the line of said Lot N. 71-03 W. 165 feet to an iron pin on Flamingo Drive; thence with said Drive S. 18-57 W. 100 feet to the point of Beginning.

The above described property is the same conveyed to the Mortgagors herein, by Deed of Levis L. Gilstrap, recorded this date in Deed Book 1113 at Page 428 in the RMC Office for Greenville County.

RECORDS OF SOUTH CAROLINA
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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 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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