

GREENVILLE CO. S. C.

OCT 26 4 31 PM '79

DONNIE TAMPERSLEY R.M.C.

MORTGAGE

1485 096
This instrument is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE:

TO ALL WHOM THESE PRESENTS MAY CONCERN: James R. and Yonetta H. Sullivan

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

WHEREAS, the Mortgagor is well and truly indebted unto Fidelity Federal Savings and 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 Four Thousand Two Hundred and no/100-- Dollars (\$ 44,200.00--). with interest from date at the rate of eight-----per centum (8-----%) per annum until paid, said principal and interest being payable at the office of Fidelity 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 Three Hundred and 33/100-----Dollars (\$ 324.33-----), commencing on the first day of December 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 December 2009.

NOT KNOR 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 in the County of Greenville, State of S. C., known as Lot No. 16 and parts of Lots Nos. 15 and 17, as shown on Plat of Pinehurst, recorded in RMC Office for Greenville, S. C., at Plat Book "PP", at pg. 39, and more recently shown on Plat of property of James R. Sullivan and Yonetta H. Sullivan by R. B. Bruce, RLS #1952, surveyed on October 26, 1979, and recorded as of even date with this instrument, and having, according to said Plat of R. B. Bruce, the following metes and bounds, to wit: Beginning at an iron pin on the Southern side of Perry Rd. and running thence S. 10-01 E. 155.3 ft. to an iron pin at the rear of Lot No. 21; thence S. 86-00 W. 160.4 ft. to an iron pin at the rear of Lot No. 19; thence N. 10-05 W. 127.9 ft. to an iron pin on the Southern side of New Perry Rd.; and thence N. 76-12 E. 160 ft. to the point of beginning. The within conveyance is subject to restrictions, utility easements, rights of way, and zoning regulations, and other matters as they appear of record, on the recorded Plats, or on the premises.

This is the same property conveyed to the mortgagors by deed of Frederick C. and Clara Jean Glass by deed recorded in deed book 1114 at page 359 on October 26, 1979.

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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 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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