

NOV 1 12 35 PM '79

## MORTGAGE

This mortgage is subject to the provisions of the National Real Estate Settlement Procedures Act, 12 U.S.C. § 1601 et seq.

DONNIE S. LANKERSLEY  
WITH DEFERRED INTEREST AND IN CREASING MONTHLY INSTALLMENTS  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES H. LANE and TERESA W. LANE  
of  
Greenville County, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

AIKEN-SPEIR, INC.

a corporation  
organized and existing under the laws of State 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 Six Hundred and No/100-----  
Dollars (\$ 44,600.00-----).

with interest from date at the rate of Eleven and one-half ----- per centum (---11½-----%)  
per annum until paid, said principal and interest being payable at the office of Aiken-Speir, Inc.

in Florence, South Carolina  
or at such other place as the holder of the note may designate in writing, in monthly installments ~~XX~~ <sup>S 4 L</sup>  
ACCORDING TO THE SCHEDULE ATTACHED TO SAID NOTE ~~XXXXXX~~ <sup>TW</sup> ).  
commencing on the first day of December, 19 79, and on the first day of each month thereafter until the prin-  
cipal 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 November, 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, bar-  
gained, 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 situate, lying and being in  
the State of South Carolina, County of Greenville, and being known and desig-  
nated as Lot No. 143 on Plat of Addition to Greenbriar, recorded in the RMC  
Office for Greenville County in Plat Book QQ, Page 130, and also as shown  
on a more recent survey entitled, "Property of James H. Lane and Teresa W.  
Lane", prepared by Freeland & Associates, dated October 30, 1979 and recorded  
in the RMC Office for Greenville County in Plat Book 76, Page 144, and  
having, according to the more recent survey, the following metes and bounds,  
to wit:

BEGINNING at an iron pin on the southern side of Circle Drive, joint front  
corner of Lots 143 and 144 and running thence S 35-15 E 181.8 feet to an  
iron pin; thence turning and running along the rear line of Lot 143, S 55-  
19 W 100.0 feet to an iron pin; thence turning and running along the joint  
line of Lots 142 and 143, N 35-15 W 180.8 feet to an iron pin; thence along  
the southern side of Circle Drive, N 54-45 E 100.0 feet to an iron pin, the  
point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Jon J.  
Micklitsch and Cathy B. Micklitsch, to be recorded of even date herewith.

\*\* DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$ 46,508.31 .

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 encum-  
brances whatsoever. The Mortgagor further covenants to warrant and to 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.