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RECORDED  
NOV 6 4 49 PM '79  
DONNIE S. TANNERSLEY  
R.M.C.

# MORTGAGE

Mortgagee's Address:  
P.O. Box 847  
Birmingham, Alabama

This mortgage is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

BOOK 1487 PAGE 421

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**BILLY B. MANNING AND KATHRYN MANNING**

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

WHEREAS, the Mortgagor is well and truly indebted unto

**ENGEL MORTGAGE COMPANY, INC., a Delaware Corporation**

organized and existing under the laws of **Delaware**, a corporation 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 and no/100 - Dollars (\$ 28,900.00 )**.

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 **Engel Mortgage Company, Inc.** in **Birmingham, Alabama**

or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Eighty-six and 40/100** Dollars (\$ **286.40** ), commencing on the first day of **January**, 19 **80**, 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, 2010**.

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 No. 4 on plat of property of Nell T. Ward, dated July 16, 1947 and being also shown upon a plat prepared for Billy B. Manning and Kathryn Manning by Freeland and Associates, dated November 5, 1979 and recorded in Plat Book **7-K** at page **83**, and having such metes and bounds as shown upon said plat to-wit:

BEGINNING at an iron pin at the northeastern corner of property now or formerly belonging to Nell T. Ward at a point 370 feet east of New Buncombe Road and running thence N. 83-28 E. 167.4 feet to an iron pin; thence S. 34-00 E. 215 feet to an iron pin; thence S. 75-07 W. 26.1 feet to an iron pin at the joint corners of Lots No. 3 and 4; thence with the line of Lot No. 3 N. 6-32 W. 145.5 feet to a point at the rear of a 19 foot street sometimes referred to as Forest Drive; thence across the end of said street N. 6-32 W. 20 feet to an iron pin, the point of beginning.

This being the identical premises heretofore conveyed to the mortgagor by Deed of Mary Ann Snyder dated November 5, 1979 and recorded November 1979 in Deed Book **115** at page **15**.

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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