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MORTGAGE

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

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

FILED
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } ss:
1980

TO ALL WHOM THESE PRESENTS MAY CONCERN: ALAN A. DUKE

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

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, S.C.

, a corporation organized and existing under the laws of THE UNITED STATES, 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 THIRTY-FOUR THOUSAND THREE HUNDRED FIFTY AND NO/100 Dollars (\$ 34,350.00),

with interest from date at the rate of ELEVEN AND ONE-HALF per centum (11 1/2 %) per annum until paid, said principal and interest being payable at the office of First Federal Savings And Loan Association Of Greenville, S.C., 301 College Street, in Greenville, S.C. 29602 or at such other place as the holder of the note may designate in writing, in monthly installments ~~xx~~ ACCORDING TO THE SCHEDULE A ~~xx~~ ATTACHED TO SAID NOTE commencing on the first day of October, 1980, 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 September, 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 lot of land with the buildings and improvements thereon situate, lying and being on the South side of Capewood Road and the East side of Agewood Drive, in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 442, Section V, Sheet Two on plat of Westwood Subdivision, made by Piedmont Engineers and Architects, November 28, 1972, recorded in the RMC Office for Greenville County, S.C. in Plat Book 4X, page 63, and having according to a more recent plat entitled "Property of Alan A. Duke", dated August 7, 1980, prepared by Carolina Surveying Company, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Capewood Road at the joint corner of Lots 442 and 452 and runs thence along the line of Lot 452 S. 2-54 W. 103.3 feet to an iron pin; thence along the line of Lot 443 N. 86-34 W., 139.9 feet to an iron pin on the East side of Agewood Drive; thence along Agewood Drive N. 2-50 E., 70 feet to an iron pin at the intersection of Agewood Drive and Capewood Road; thence with the intersection of said drive and road N. 46-36 E., 36.3 feet to an iron pin on the south side of Capewood Road; thence along Capewood Road S. 89-58 E., 115 feet to the beginning corner.

This is the same property conveyed to the above named mortgagor by deed of Mary E. Snow, formerly known as Mary T. Haloulos to be recorded of even date herewith.

Plat Book 8-D-Page 22

**DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL TO \$36,851.73.

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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