

MORTGAGE

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

GREENVILLE S.C. FILED DEC 15 3 21 PM '81 JOHN W. TAMMERSLEY R.M.C.

STATE OF SOUTH CAROLINA, } ss: COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

KATHERINE ANN POE, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto First Federal Savings and Loan Association of South Carolina

organized and existing under the laws of The United States, 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 Thirty Seven Thousand Six Hundred and no/100 Dollars (\$ 37,600.00),

with interest from date at the rate of Fifteen & Fifty one hundredths per centum (15.50 %) per annum until paid, said principal and interest being payable at the office of First Federal Savings and Loan Association of South Carolina in Greenville, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Four Hundred Ninety and 50/100 (\$490.50) Dollars (\$ 490.50), commencing on the first day of February, 19 82, 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 January 1, 2012.

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: lying Southeast of the City of Greenville, just North of East Faris Road and being known and designated as Lot No. 12 of the property of J. T. Blassingame Estate as shown on plat of same made by Dalton and Neves, Engineers, in June 1937, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on Longview Avenue, which point is 150 feet East from the intersection of said Longview Avenue and an unnamed street, and running thence N. 64-30 E. along said Longview Avenue 75 feet to an iron pin, joint corner of Lots Nos. 11 and 12; thence S. 26-13 E. 180 feet along the line of Lot No. 11; thence S. 64-30 W. 75 feet along the back line of Lot No. 3 to a pin, joint corner of Lots Nos. 12 & 13; thence along the line of Lot No. 13 N. 26-13 W. 180 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deeds of Margaret Little Mitchell and Katherine Little Poe recorded in the RMC Office for Greenville County, South Carolina on the 15 day of December, 1981, in Deed Book 1159 at pages 468 and 469.

The mortgagor covenants and agrees so long as this Mortgage and the said note secured hereby are insured under the National Housing Act; she will not execute or file for record any instrument which imposes restrictions upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.

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.

SC100-3 DE15 81 070 40000

DOCUMENTARY STAMP 15.04

0743

4328 RV.2