

PO DRAWER 408
301 COLLEGE ST.
GREENVILLE, SC

1573 636

MORTGAGE

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

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss: 17 PH '82

TO ALL WHOM THESE PRESENTS MAY CONCERN: Jeffrey M. Kowalk and Pamela Jean Myers

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

WHEREAS, the Mortgagor is well and truly indebted unto First Federal Savings & Loan

Association of South Carolina, 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 Forty Thousand, Four Hundred Dollars (\$ 40,400.00),

with interest from date at the rate of fifteen and one-half per centum (15.5 %) per annum until paid, said principal and interest being payable at the office of First Federal Savings & Loan Association, P.O. Drawer 408, 301 College St, Greenville, SC 29602 or at such other place as the holder of the note may designate in writing, in monthly installments of Five Hundred Forty-seven and 02/100ths Dollars (\$ 547.02), commencing on the first day of August, 1982, 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 July, 2002

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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Gantt Township, being known and designated as Lot 114 on Plat 2, Section 1, of Fresh Meadow Farms as shown on plat thereof made by J. C. Hill, Surveyor, October 1, 1950, and recorded in the RMC Office for Greenville County in Plat Book Y, Page 55, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Miracle Drive at the joint front corner of Lots 113 and 114, and running thence along the joint line of said lots, S 34-20 W 176.9 feet to an iron pin, the joint rear corner of Lots 113 and 114; thence with the rear line of Lot 114, N 44-30 W 101.3 feet to an iron pin, joint rear corner of Lots 114 and 115; thence with the joint line of said lots, N 46-0 E 173 feet to an iron pin on the southwestern side of said Miracle Drive, joint front corner of Lots 114 and 115; thence with the southwestern side of said Miracle Drive, S 46-40 E 65 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Allene H. Carnes as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1169, Page 219, on June 25, 1982.

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.