

MORTGAGE

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

FILED
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DONNIE S. BANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: WAYNE L. CHILDRESS and LINDA F. CHILDRESS

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

WHEREAS, the Mortgagor is well and truly indebted unto BANKERS LIFE COMPANY

organized and existing under the laws of THE STATE OF IOWA, 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-two Thousand, Four Hundred and No/100----- Dollars (\$ 32,400.00),

with interest from date at the rate of Thirteen & One-half per centum (13-1/2 %) per annum until paid, said principal and interest being payable at the office of Bankers Life Company, Des Moines, Polk County in Iowa or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred, Seventy-one and 30/100----- Dollars (\$ 371. 30), commencing on the first day of November, 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 October, 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:

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, with the buildings and improvements thereon, situate, lying and being on the southeast side of Cammer Avenue, Augusta Road Hills, being known and designated as Lot #35 Augusta Road Hills, near the City of Greenville, County of Greenville, State of South Carolina, according to plat of said subdivision prepared by Dalton & Neves, Engineers, December 1940, including revisions of said plat made June and October, 1941, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book M at Page 33, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Cammer Avenue, at joint front corner of Lots 34 and 35, said pin being 130 feet northeast from point of intersection of Cammer Avenue with Long Hill Street; thence S. 47-50 E. 165 feet to an iron pin at joint rear corner of Lots 34 and 35 on the northwest side of Lot 58; thence N. 42-10 E. 60 feet along the northwest boundary of Lot 58, to an iron pin at joint rear corner of Lots 35, 36, 57 and 58; thence N. 47-50 W. 165 feet to an iron pin on the southeast side of Cammer Avenue at joint front corner of Lots 35 and 36; thence S. 42-10 W. 60 feet along said Avenue to an iron pin at the joint front corner of Lots 34 and 35, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Margaret Baxter, dated September 8, 1982, to be recorded herewith.

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.