

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, } GREENVILLE CO. S. C.
COUNTY OF GREENVILLE }
FILED
JAN 14 4 52 PM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN
DONNIE S. FRANKSLEY
R.M.C.

Karl R. Deily and Cynthia C. Deily of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Wachovia Mortgage Company, with an address of P. O. Box 3174, Winston-Salem, North Carolina 27102, a corporation organized and existing under the laws of North Carolina, 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 SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$ 64,500.00).

with interest from date at the rate of --twelve-- per centum (12 %) per annum until paid, said principal and interest being payable at the office of Wachovia Mortgage Company in Winston-Salem, North Carolina, or at such other place as the holder of the note may designate in writing, in monthly installments of SIX HUNDRED SIXTY-THREE and 46/100----- Dollars (\$663.46), commencing on the first day of March, 19 83, 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 February, 2013.

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, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 194, Peppertree Subdivision, Section 3, according to a plat of said subdivision by Piedmont Engineers and Architects, December 14, 1972, which said plat is recorded in the R.M.C. Office of Greenville County, South Carolina in Plat Book 4-X, at Page 4, and according to said plat, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Fox Row joint front corner with a Lot 195 and running thence with the common line of said lot, N. 3-02 E. 135 feet to a point; thence S. 85-59 E. 94.9 feet to a point, joint rear corner with Lot 193; thence running with the common line with said lot, S. 9-15 W. 140.0 feet to a point on the edge of Fox Row; thence running with the edge of said road, N. 78-57 W. 15 feet to a point on the edge of said road; thence continuing with the edge of said road, N. 82-37 W. 50.0 feet to a point on the edge of said road; thence N. 86-59 W. 15.0 feet to a point on the edge of said road, the point of beginning.

The within property is the identical property conveyed to the Mortgagors herein by Deed of Brown Properties of S. C., Inc., of even date herewith, and which said deed is being recorded simultaneously with the recording of the within instrument.

SC70
--- 1
JAN 14 83

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.

