

MORTGAGE

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

FILED
GREENVILLE CO. S. C.

JAN 28 1 36 PM '83
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
R.M.C.)
GREENVILLE S. CAROLINA

TO ALL WHOM THESE PRESENTS MAY CONCERN: Jack Howley and Jeralyn A. Howley

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

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

, a corporation, hereinafter organized and existing under the laws of the United States 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-nine Thousand and no/100----- Dollars (\$49,000.00).

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 First Federal Savings and Loan Association of South Carolina, 301 College Street, P. O. Drawer 408 in Greenville, South Carolina 29602 or at such other place as the holder of the note may designate in writing, in monthly installments of Five Hundred Four and 02/100----- Dollars (\$ 504.02), 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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the northwestern corner of the intersection of Newtonmore Road and Great Glen Road in Greenville County, South Carolina being known and designated as Lot No. 18 as shown on a plat entitled DEL NORTE ESTATES made by Piedmont Engineers and Architects dated August 28, 1968, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book WW at Pages 32 and 33, and having according to a more recent survey thereof entitled PROPERTY OF JACK HOWLEY AND JERALYN A. HOWLEY made by Freeland & Associates dated January 10, 1983, recorded in Plat Book 9-2 at Page 63 the following metes and bounds, to-wit:

GCTO -----3 JAN 28 83 020

BEGINNING at an iron pin on the western side of Great Glen Road at the joint front corner of lots nos. 18 and 19 and running thence along the western side of Great Glen Road, S. 19-17 W. 60.00 feet to an iron pin; thence with the intersection of Great Glen Road and Newtonmore Road, S. 56-13 W. 40.00 feet to an iron pin; thence along the northern side of Newtonmore Road, N. 86-17 W. 58.32 feet to a point; thence continuing with the northern side of Newtonmore Road, N. 89-02 W. 60.70 feet to an iron pin; thence N. 18-40 E. 126.70 feet to an iron pin at the joint rear corner of lots nos. 18 and 19; thence along the common line of said lots, S. 70-43 E. 139.20 feet to an iron pin on the western side of Great Glen Road, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of James R. Medford 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.