

MORTGAGE

1601 287

This form is used in connection with mortgages insured under the provisions of the National Housing Act.

FILED GREENVILLE CO S.C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

APR 12 04 PM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE W. WALTERSLEY, John W. Mulkey, Jr. & Linda F. Mulkey

----- of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto ALLIANCE MORTGAGE COMPANY

organized and existing under the laws of The United States of America, 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

Twenty-seven thousand five hundred and no/100ths Dollars (\$ 27,500.00 ----- ).

with interest from date at the rate of twelve per centum ( 12.00 %) per annum until paid, said principal and interest being payable at the office of

Alliance Mortgage Company in Jacksonville, Fla or at such other place as the holder of the note may designate in writing, in monthly installments of Three hundred three and 05/100ths Dollars (\$ 303.05 by 360 days ) commencing on the first day of June, 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 May 2003.

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 containing 4.27 acres with all improvements thereon, situate, lying and being on the western side of Piney Road in the County of Greenville, State of South Carolina, being shown and designated on plat of Property of John W. Mulkey, Jr. and Linda F. Mulkey, dated April 1983 prepared by Dalton and Neves Company, Engineers, recorded in Plat Book 9-P at page 26, to wit:

BEGINNING at a nail and cap in the center of Piney Road, which nail and cap is approximately .6 miles from the intersection of said Road and White Horse Road, and running thence with Piney Road S 63-40 W, 130.7 feet to an iron pin near the western side of Piney Road; thence S 12-00 W, 167 feet to an iron pin on the eastern side of Piney Road; thence S 54-42 W, 78.45 feet to an iron pin on the eastern side of Piney Road; thence N 83-00 W, 435.6 feet to an iron pin on a branch; thence along said branch as the line N 26-52 E, 383 feet to an iron pin on a branch; thence continuing along said branch as the line N 84-49 E, 413.89 feet to an iron pin; thence S 20-50 E, 177 feet to a nail and cap in the center of Piney Road, the point of beginning.

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This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or

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 intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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