

FILED
GREENVILLE
JUN 23 1983

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: JERRY

BOOK 1512 PAGE 985

TO ALL WHOM THESE PRESENTS MAY CONCERN: KENNETH L. OVERBY AND WENDA S. OVERBY

15 Essex Ct., Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto BANKER'S MORTGAGE CORPORATION, Drawer F-20, Florence, South Carolina

, a corporation, hereinafter organized and existing under the laws of South Carolina 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 Fourteen Thousand Two Hundred and 00/100ths Dollars (\$ 14,200.00),

with interest from date at the rate of Twelve (12%) per centum (12 %) per annum until paid, said principal and interest being payable at the office of Banker's Mortgage Company in Florence, South Carolina

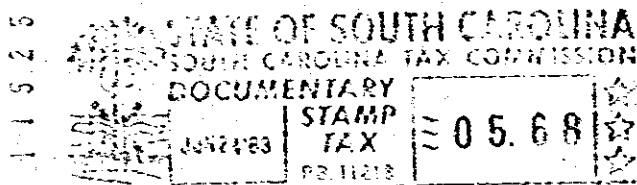
or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Forty-Six and 12/100ths Dollars (\$ 146.12), commencing on the first day of August, 1983, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 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 lying, situate and being in Greenville County, State of South Carolina, on the Western side of Essex Court in the City of Greenville, being shown as lot 8 on plat of Essex Court made by Dalton and Neves, in May, 1949, recorded in Plat book W at page 31 and described, according to said plat as follows.

BEGINNING at a stake on the Western side of Essex Court 427 feet North from a County Road, at corner of lot 7 and running thence with the line of said lot, S. 86-15 W. 117.2 feet to a stake; thence N. 1-50 W. 64.04 feet to a stake at corner of lot 9; thence with the line of said lot, N. 86-15 E. 115.1 feet to a stake on Essex Court; thence with the Western side of Essex Court, S. 3-45 E. 64 feet to the beginning corner.

THIS conveyance is made subject to all restrictions, easements, setback lines, roadways, and rights-of-way affecting the above property, on record or on the property.

THIS being the same property conveyed to the Mortgagor herein by deed of L. Jerry Cahpman and Mary Francis Chapman, dated June 23, 1983, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1191 at Page 118.



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 and 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.