

MORTGAGE

FILED GREENVILLE S.C.

AUG 5 4 53 PM '83

DONNIE R. M.C. SLEY

This document is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Wallace O. Tate and Phyllis T. Tate Greenville, South Carolina

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

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

organized and existing under the laws of THE UNITED STATES, 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 Five Thousand Two Hundred and No/100 Dollars (\$ 25,200.00 )

with interest from date at the rate of Thirteen and one-half per centum ( 13.50 %) 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, in Greenville, S. C. 29602 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Eighty Eight and 64/100 Dollars (\$ 288.64 ) commencing on the first day of October 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 September, 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 situate, lying and being on the northern side of Orlando Avenue, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 67 on a subdivision known as Paris-Piney Park, plat of which is recorded in the RMC Office for Greenville County in Plat Book H at Pages 19 and 20, said lot having such metes and bounds as shown thereon.

This being the same property acquired by the Mortgagors by deed of B. Robert Coker, Jr. and Ned A. Foster of even date to be recorded herewith.

400 3 52661A01

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 in the manner 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, and to give written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

1619 895

52661A01