

80. 1989. 337

MORTGAGE

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

GREENVILLE FILED
STATE OF NORTH CAROLINA
COUNTY OF GREENVILLE
AUG 26 1983

Mortgagee's Address: Wachovia Mortgage Co.
P.O. Box 3174
Winston-Salem, N.C. 27102

TO ALL WHOM THESE PRESENTS MAY CONCERN: Sylvain P. Byrd and Cheryl L. Byrd

Mauldin, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Wachovia Mortgage Company

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 Forty-eight thousand, four hundred fifty and 00/100----- Dollars (\$ 48,450.00).

with interest from date at the rate of thirteen and one-half per centum (13.5 %) 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 Five hundred fifty-four and 96/100----- Dollars (\$ 554.96), commencing on the first day of October, 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 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 certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 39 according to a plat of Montclair Subdivision, Section 3, said plat being recorded in the RMC office of Greenville County in Plat Book ~~XXX~~ at Page 57 and having, according to a more recent plat entitled "Property of Sylvain P. Byrd and Cheryl L. Byrd" by Richard D. Wooten, Jr. R.L.S. dated July 28, 1983, the following metes and bounds to wit:

BEGINNING at an iron pin on the eastern side of Montclair Road at the joint front corner of Lots 40 and 39 and running thence with the line of Lot 40 S 60-42 E 150 feet to an iron pin; thence S 29-18 W 90 feet to an iron pin on the joint rear corner of Lots 39 and 38; thence with the line of Lot 38 N 60-42 W 150 feet to an iron pin on the eastern side of Montclair Road; thence with Montclair Road N 29-18 E 90 feet to an iron pin, the point of BEGINNING.

Being the same property conveyed to the Mortgagors herein by Deed of Aiken Properties, a South Carolina Limited Partnership, dated August 5, 1983, and recorded in the office of the RMC of Greenville County in Deed Book 1193 at Page 924.

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.

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