

MORTGAGE

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

FILED
GREENVILLE
OCT 7 11 52 AM '83

FHA 461-194576 203b

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THAT WE, EARL ALLEN NEWTON AND ELINORE I. NEWTON of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto BANKERS LIFE COMPANY

, a corporation organized and existing under the laws of The State of Iowa, 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 THOUSAND FIVE HUNDRED AND NO/100-----Dollars (\$ -----40,500.00-----),

with interest from date at the rate of -----THIRTEEN----- per centum (---13.00---%) per annum until paid, said principal and interest being payable at the office of Bankers Life Company, 711 High Street in Des Moines, Iowa, 50307 or at such other place as the holder of the note may designate in writing, in monthly installments of FOUR HUNDRED FORTY EIGHT AND 34/100----- Dollars (\$-----448.34-----), commencing on the first day of December, 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 November, 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 lot of land situate on the Southern side of Fredericksburg Drive in the Town of Simpsonville, County of Greenville, State of South Carolina, being shown and designated as Lot 120 on a Plat of Powderhorn Subdivision, Section Three, dated February 10, 1979 prepared by C. O. Riddle, Surveyor, recorded in Plat Book 7-C at Page 4 in the RMC Office for Greenville County, and having, according to a more recent survey prepared by Freeland and Associates, dated October 5, 1983, entitled "Property of Earl Allen Newton and Elinore I. Newton", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Fredericksburg Drive at the joint front corner of Lot 120 and 121 and running thence with Lot 121 S. 14-17 W. 151.1 feet to an iron pin at the joint rear corner of Lot 120 and 121; thence N. 76-01 W. 86.92 feet to an iron pin at the joint rear corner of Lot 119 and 120; thence with Lot 119 N. 8-09 E. 150.56 feet to an iron pin on Fredericksburg Drive; thence with said drive, S. 76-44 E. 103.05 feet to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor herein by deed of Equitable Relocation Management Corporation dated September 28, 1983 and recorded simultaneously 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 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.

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