

MORTGAGE

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

FILED GREENVILLE S.C. JUNE 12 1983 R.M.C. OFFICE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

TED E. HENDRIX AND BLANCA E. HUERTA

Greenville, South Carolina, 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, a corporation 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 Fifty-One Thousand Six Hundred Ninety Eight and No/100 Dollars (\$ 51,698.00),

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 First Federal Savings and Loan Association of South Carolina, 301 College Street, in Greenville, South Carolina 29602 or at such other place as the holder of the note may designate in writing, in monthly installments of 571.88 Dollars (\$), 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 piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Western side of Lynda Lane near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 12 on plat of property of Sloan E. Goldsmith recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book SS at page 137, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Western side of Lynda Lane at the joint front corner of Lots Nos. 11 and 12, said iron pin being 279.4 feet from the intersection of Lynda Lane and New Perry Road, and running thence along Lynda Lane S. 31-33 E.60 feet to a point; thence continuing along Lynda Lane S. 16-51 E. 35 feet to an iron pin at the joint front corner of Lots Nos. 12 and 13; thence S. 80-04 W. 158.6 feet to an iron pin at the joint rear corner of Lots Nos. 12 and 13; thence N. 8-11 W. 14.6 feet to an iron pin; thence N. 30-16 W. 40 feet to an iron pin at the joint rear corner of Lots Nos. 11 and 12; thence N. 65-06 E. 151.3 feet to an iron pin, the point of beginning.

ALSO: ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina on the Western side of Lynda Lane, consisting of the Southern half of Lot #11, plus an additional small tract of land behind said Southern half of Lot #11 and Lot #12, as shown on plat entitled "Property of Earl Jones, et al" by Jones Engineering Service dated January 14, 1970, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Lynda Lane at the joint front corners of Lots #11 and #12 and running thence with line of Lot #12, S. 65-06 W. 151.3 feet; thence S. 30-16 E. 40 feet; thence S. 8-11 E. 14.6 feet; thence S. 52-52 W. 14 feet; thence N. 28-25 W. 85.7 feet; thence N. 59-22 E. 166 feet to an iron pin on Lynda Lane thence with Western side of Lynda Lane S. 31-33 E. 46 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by Deed of Bobby Gene Garren & Margaret M. Garren, dated October 31, 1983 and recorded in the R.M.C. Office for Greenville County herewith. This conveyance is subject to all restrictions, set back lines, roadways, easements and rights of way, if any, affecting the above described property. 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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