

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:

MAR 29 9 23 AM '84
DONALD W. ALLEN BY

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. David Cox
Easley, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Alliance Mortgage Company, a corporation organized and existing under the laws of Florida, 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-seven Thousand Eight Hundred Fourteen and no/100 Dollars (\$ 27,814.00),

with interest from date at the rate of Thirteen per centum (13.0 %) per annum until paid, said principal and interest being payable at the office of Alliance Mortgage Company, P. O. Box 2259 in Jacksonville, Florida 32232 or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Seven and 90/100 Dollars (\$ 307.90), commencing on the first day of May, 19 84, 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 April, 2014.

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 situate lying, and being in the State of South Carolina, County of Greenville, lying on the North side of Oak Street (also known as Fairbanks Street) and being more particularly described according to plat prepared by Robert R. Spearman, Surveyor, dated March 22, 1984 and recorded in Plat Book 10-L, at Page 21 in the R.M.C. office for Greenville County, South Carolina as having the following measurements and boundaries, to-wit:

BEGINNING at a point on the North side of Oak Street, the Southwest corner of the herein described lot and commonfront corner of the herein described lot and property now or formerly of Valentine; thence running along the common line of said tracts North 44-05 West 115.0 feet to a point; thence running along the common line of the herein described tract and property now or formerly of Chapman North 45-53 East 123.36 feet to a point; thence running along the Western side of an unopen street South 43-24 East 115.0 feet to a point on the North side of Oak Street; thence running along the North side of Oak Street South 45-53 West 122.0 feet to the point of BEGINNING.

The above described property is subject to any and all easements and/or rights of way for roads, utilities, drainage, etc. as appear of record and/or on the premises and any and all restrictions, covenants or zoning ordinances affecting such property as appear of record.

The above described property is the same conveyed to Mortgagors herein by deed of Clyde E. Chapman dated March 28, 1984, and recorded in Deed Book 1209, at Page 195 in the R.M.C. office for Greenville County, South Carolina.

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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