

MORTGAGE

FHA Case No. 461-2000390

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

FILED
GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

DEC 31 12 14 PM '84

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TO ALL WHOM THESE PRESENTS MAY COME: DONNIE S. JAKKERSLEY, R.M.C. We, PHILLIP ARTHUR KILGORE and ALINE CREWS KILGORE

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

WHEREAS, the Mortgagor is well and truly indebted unto WEYERHAEUSER MORTGAGE COMPANY

organized and existing under the laws of The State of California, 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 SIXTY SEVEN THOUSAND, SEVEN HUNDRED TWENTY NINE and No/100----- Dollars (\$ 67,729.00).

with interest from date at the rate of Twelve and 50/100----- per centum (12.50 %) per annum until paid, said principal and interest being payable at the office of Weyerhaeuser Mortgage Company, P. O. Box 54089 in Los Angeles, CA 90054

or at such other place as the holder of the note may designate in writing, in monthly installments of SEVEN HUNDRED TWENTY TWO and 84/100----- Dollars (\$ 722.84), commencing on the first day of February, 19 85, 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 January, 2015.

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 in Greenville Township, Greenville County, State of South Carolina, with the buildings and improvements thereon, situate, lying and being on the north side of Mt. Vista Avenue, known as Lot No. 10 on plat of property of Carabel C. Martin made by Haskell H. Martin, April 8, 1939, recorded in the R.M.C. Office for Greenville County in Plat Book J at Page 73, and being further shown on a more recent plat by Freeland & Associates, dated December 21, 1984, entitled "Property of Phillip Arthur Kilgore and Aline Crews Kilgore" and recorded in the R.M.C. Office for Greenville County in Plat Book 11P at Page 94, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Mount Vista Avenue at the joint front corner of Lots Nos. 10 and 11 and running thence along the common line of said lots, N. 25-40 W. 200 feet to an iron pin; thence turning and running N. 64-20 E. 60 feet to an iron pin at the joint rear corner of Lots Nos. 9 and 10; thence running along the common line of said lots, S. 25-40 E. 200 feet to an iron pin on the northern side of Mount Vista Avenue; thence along said Mount Vista Avenue, S. 64-20 W. 60 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Erwin S. Starnes, Jr., Administrator CTA of the Estate of Laura Buist Starnes, which deed is recorded 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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