

MORTGAGE

FILED
GREENVILLE CO. S.C.

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:

DEC 31 12 52 PM '84

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DONNIE S. TANKERSLEY
TO ALL WHOM THESE PRESENTS MAY CONCERN: R.H.C.

Ernest Tolbert and Sherry A. Tolbert

of
, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto The 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 Fifty Eight Thousand Three Hundred Fifty and
00/100ths Dollars (\$ 58,350.00).

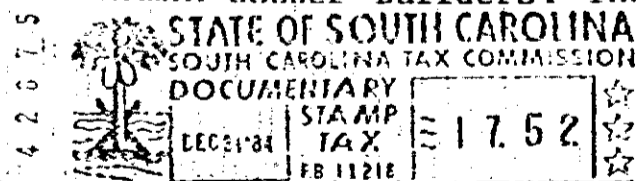
with interest from date at the rate of eleven per centum (11.0 %) per annum until paid, said principal and interest being payable at the office of Bankers Life Company, Des Moines, Polk County, Iowa in or at such other place as the holder of the note may designate in writing, in monthly installments of Six Hundred Sixty Three and 44/100ths Dollars (\$ 663.44), commencing on the first day of February, 1985, 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, 2000.

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, being known and designated as Lot No. 15 on plat of Adams Mills Estates, recorded in the R.M.C. Office for Greenville County in Plat Book 4R, Page 31 and also as shown on a more recent survey prepared by Freeland & Associates, dated November 23, 1983, entitled "Property of Furman Cooper Builders, Inc." recorded in the R.M.C. Office for Greenville County in Plat Book 10E, Page 31, and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Whitestone Avenue, joint corner of Lots 15 and 16 and running thence with the common line of said lots, N 3-47 E 179.0 feet to an iron pin; thence S 55-13 E 150.0 feet to an iron pin; thence with the common line of Lots 14 and 15, S 27-39 W 161.2 feet to an iron pin; thence along Whitestone Avenue, N 76-43 W 15.0 feet to an iron pin; thence with the curve of Whitestone Avenue, the chord of which is N 44-31 W 65.0 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed from Furman Cooper Builders, Inc. of even date to be recorded herewith.



420 Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident
3 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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