

FILED
GREENVILLE CO. S. C.

MORTGAGE

1457-183

THE NATIONAL TRUST COMPANY
GREENVILLE, SOUTH CAROLINA
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GREENVILLE, SOUTH CAROLINA

FEB 9 10 11 AM '79

JOHN S. TAMM & COMPANY
GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES A. SPEICHER AND MARY E. SPEICHER

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

WHEREAS, the Mortgagor is well and truly indebted unto

AIKEN-SPEIR, INC.

a corporation

organized and existing under the laws of the State of South Carolina, 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 **THIRTY-FOUR THOUSAND FOUR HUNDRED FIFTY AND 00/100** Dollars (\$ 34,450.00), with interest from date at the rate of **NINE AND ONE-HALF** per centum (9.50) per annum until paid, said principal and interest being payable at the office of **AIKEN-SPEIR, INC.**

in Florence, South Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of **TWO HUNDRED EIGHTY-NINE AND 72/100** Dollars (\$ 289.72), commencing on the first day of **April**, 1979, 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 **March**, 2009.

NOT KNOR 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 Mortgagee 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, bestowed, 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 shown and designated as Lot 8 on plat of **PINEY RIDGE**, recorded in Plat Book CC at page 11, and also on a more recent plat of Property of James A. Speicher, dated February 5, 1979, prepared by Freeland & Associates, and recorded in Plat Book 6-Z at page 63, and having, according to the more recent plat, the following notes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Gaywood Drive, joint front corner with Lot 7, which point is 250 feet, more or less, to Woodland Lane, and running thence N. 47-00 W., 170.0 feet to an iron pin; thence turning and running along the rear line of lot 8, N. 45-00 E., 80.0 feet to an iron pin; thence running along the common line of lots 8 and 7, S. 47-00 E., 170.0 feet to an iron pin on Gaywood Drive; thence along said Drive, S. 45-00 W., 80.0 feet to an iron pin, being the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Jimmy L. Stephens, to be recorded of even date 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 Mortgagee covenants that he is lawfully seized of the premises hereabove 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 Mortgagee 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 Mortgagee 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 therein 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.

FHA 2175M (1-78)

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