

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 } S.S.:

Nov 26 9 58 AM '79

DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James David McGill and Margaret K. McGill

Greenville, SC

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

WHEREAS, the Mortgagor is well and truly indebted unto Family Federal Savings & Loan Association

organized and existing under the laws of South Carolina, a corporation, 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

Forty-four Thousand Two Hundred----- Dollars (\$44,200.00-----).

with interest from date at the rate of eight per centum (-----8%) per annum until paid, said principal and interest being payable at the office of Family Federal Savings & Loan Association, 713 W. Wadehampton Blvd. Greer, South Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of Dollars (\$324.43),

Three Hundred Twenty-four and 43/100, commencing on the first day of January, 1980, 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 December, 2009.

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 lot of land with the buildings and improvements thereon situate on the north side of Tamwood Circle in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 360 of Section 4 of Westwood Subdivision, recorded in the RMC Office for Greenville, S. C. in Plat Book 4-R, Page 30 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Tamwood Circle at the joint corner of Lots 360 and 361 and runs thence along the line of Lot 361 N. 7-28 W. 145.6 feet to an iron pin; thence along the line of Lot 380 S. 84-44 W. 41.5 feet to an iron pin; thence along the line of Lot 382 S. 87-33 W. 44.5 feet to an iron pin; thence along the line of Lot 259 S. 7-15 E. 144.7 feet to an iron pin on the north side of Tamwood Circle; thence along Tamwood Circle N. 89-28 E. 18 feet to an iron pin; thence continuing along Tamwood Circle N. 86-00 E. 68 feet to the beginning corner.

This is the same property conveyed to Mortgagor by deed of Gary Edward Whitman dated November 23, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1116 at Page 398 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 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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