

SOUTH CAROLINA  
FHA FORM NO. 21754  
(Rev. September 1976)

**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 }  
} 11 28 AM '80  
} 11 28 AM '80

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES O. TOMBERLIN AND

ROSIE P. TOMBERLIN of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto First Federal Savings & Loan Association of Greenville, South Carolina

, a corporation organized and existing under the laws of The United States 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-thousand and no/100----- Dollars (\$ 30,000.00 ), with interest from date at the rate of Eleven and one-half per centum ( 11-1/2 %) per annum until paid, said principal and interest being payable at the office of First Federal Savings & Loan Association of Greenville, South Carolina, P. O. Drawer 408, 301 College Street or at such other place as the holder of the note may designate in writing, in monthly installments of Two-hundred ninety-seven and 30/100----- Dollars (\$297.30 ), commencing on the first day of September , 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 August, 2010

NOT, KNOT 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 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 property of James O. Tomberlin and Rosie P. Tomberlin, on a plat prepared by R. B. Bruce, Surveyor, dated July 24, 1980, and recorded in the office of the RMC for Greenville County, South Carolina, in Plat Book 8C at page 88 and recorded herewith, being more particularly described according to said plat as follows, to wit:

Beginning at iron pin on the north side of Moody Road and running thence along said Moody Road south 69-04 west 193 feet to an iron pin; thence running north 20-15 west 175.2 feet to an iron pin; thence running north 67-21 east 192.4 feet to an iron pin; thence running south 20-30 west 181 feet to the point of the beginning; said lot containing approximately .78 acres.

This being the same property conveyed to James O. & Rosie P. Tomberlin herein by deed of James O. and Christine M. Harris, dated and recorded herewith.

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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 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.

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