

MORTGAGE

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 }
NOV 17 1983
JUDY B. MOSELEY

TO ALL WHOM THESE PRESENTS MAY CONCERN: Judy Brown Moseley and James F. Moseley

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

WHEREAS, the Mortgagor is well and truly indebted unto Weyerhaeuser Mortgage Company, 10639 Santa Monica Blvd., P. O. Box 54089, Los Angeles, California, 90054

, a corporation organized and existing under the laws 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-One Thousand Seven Hundred Fifty and No/100ths Dollars (\$ 61,750.00),

with interest from date at the rate of thirteen per centum (13.00 %) per annum until paid, said principal and interest being payable at the office of Weyerhaeuser Mortgage Company in Los Angeles, California or at such other place as the holder of the note may designate in writing, in monthly installments of Six Hundred Eighty-Three and 08/100ths Dollars (\$ 683.08), commencing on the first day of December, 19 83, 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 November, 2013

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, City of Greenville, State of South Carolina:

ALL that piece, parcel or unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit 9-A as shown on plat of WENWOOD TOWNS, Phase II, Section I, prepared by Heaner Engineering Co., Inc., recorded October 14, 1983, in plat book 9-W at page 40, reference to which is hereby craved. Said conveyance is made subject to all rights, terms and conditions of "Declaration of Covenants, Conditions and Restrictions" dated April 1, 1981, and recorded in the RMC Office for Greenville County on April 28, 1981 in deed book 1147 at page 23, and amended by instruments dated and recorded as follows: March 10, 1983, 1184 at 168; March 17, 1983, 1184 at 582; and October 18, 1983, 1198 at 721.

This being the same property conveyed to the Mortgagor Judy Brown Moseley by deed from Westminster Company dated and recorded simultaneously herewith in the RMC Office for Greenville County in Deed Book _____ at page _____.

RECORDED
FOR ANNUITY
STAMP
TAX \$ 24.72

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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 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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