## **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

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VOL 1648 PASI 443

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHNIE CONTROLLEY

James W. Fayssoux

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

Greenville, South Carolina

on the first day of March, 1999.

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

South Carolina

, a corporation , hereinaster

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organized and existing under the laws of The United States 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 Eight Thousand Four Hundred Twenty and No/100-----

12.50 per centum ( with interest from date at the rate of Twelve and one-half per annum until paid, said principal and interest being payable at the office of First Federal Savings and Loan Association of South Carolina, 301 College Street, Drawer 408 Greenville, S. C. 29602 of South Carolina, 301 College Street, Mor at such other place as the holder of the note may designate in writing, in monthly installments of Four Hundred Seventy Three and 55/100-----Dollars (\$ 473.55 (NA) , 1984, and on the first day of each month thereafter until the princommencing on the first day of April cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable

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, in the City of Greenville, being known and designated as Lots Nos. 5 and 6 of Block B on a plat of Grove Park Subdivision, recorded in the RMC Office for Greenville County, S. C. in Plat Book J at Pages 68 and 69 and having metes and bounds as shown thereon.

This being the same property acquired by the Mortgagor by deed of Charles C. Fayssoux of even date to be recorded herewith.

THE RIDER ("RIDER") ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS IN-CURPORATED HEREIN AND THE COVENANTS AND AURLEMENTS OF THE RIVER SHALL AMERICAND SUPPLEMENT THE COVERANTS AND AGREEMENTS OF THIS MURIGAGE, DEED OF TRUST OF DEED 10 SECURE DEBT AS IF THE RIVER WERE A PARI HEREOF.

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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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