

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 }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CHARLES W. POTTS

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

WHEREAS, the Mortgagor is well and truly indebted unto Bankers Life Company, a Corporation of the State of Iowa, a corporation

organized and existing under the laws of The State of Iowa, 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 Twenty Four Thousand Nine Hundred Fifty and no/100 Dollars (\$ 24,950.00).

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 Bankers Life Company in Des Moines, Iowa

or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Seventy Six and 20/100 Dollars (\$ 276.20).

commencing on the first day of January, 19 85, 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, 2014.

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 State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, being shown and designated as "Tract B" on plats entitled "Preliminary Study for Charles W. Potts" dated 28. Sept. 1984, and recorded in the RMC Office for Greenville County in Plat Book 10-Z at Page 1; with subsequent revision dated 19 Oct. 1984, and recorded in Plat Book 10-Z at Page 25; and having, according to said plats, the following metes and bounds, to-wit:

TRACT "B": BEGINNING at a nail and cap on Southern side of Sunrise Drive, 122.05 feet, more or less, from intersection with Murray Drive; thence with Sunrise Drive N. 60-44 E. 20.01 to a nail and cap at joint corner of Tracts "B" and "C", thence turning and running with line of said Tracts S. 27-16 E. 123.22 feet to an iron pin; thence S. 56-00 E. 41.02 feet to an iron pin; thence turning and running N. 64-58 E. 65.84 feet to an iron pin on line with property of James A. & Barbara L. Mulkey; thence with said property S. 25-02 E. 117.71 feet to an old iron pin on line with lands belonging to "Mauldin School District 5B Trustees"; thence turning and running with said line S. 60-15 W. 68.71 feet to an iron pin at corner of Tract "A"; thence with common line of Tracts "B" and "A" N. 37-53 W. 29.92 feet to an iron pin; thence N. 15-09 W. 43.42 feet to an iron pin; thence turning and running S. 60-40 W. 18.70 feet to an iron pin on line of Tract "D"; thence with common line of Tracts "B" and "D" N. 28-00 W. 41.29 feet to an iron pin; thence N. 56-00 W. 47.07 feet to an iron pin; thence N. 27-16 W. 127.65 feet to an iron pin, the point of BEGINNING.

GCTO -----1 NO15 84 053 4.00CD

This being the same property conveyed to Mortgagor herein by deed of Gladys D. Whitt Freeman, Judith W. Ayers, Betty W. Lark, and Patricia W. Sargent, dated November 14, 1984 and recorded in the RMC Office for Greenville County 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 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.