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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

BOOK 1435 PAGE 34

# 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 } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: Robert K. Smith and Brenda K. Smith

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

WHEREAS, the Mortgagor is well and truly indebted unto Aiken-Speir, Inc.

, a corporation organized and existing under the laws of the State of South Carolina, 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 Eleven Thousand Five Hundred Fifty and No/100 ----------Dollars ($ 11,550.00 ), with interest from date at the rate of nine----------per centum ( 9 %) per annum until paid, said principal and interest being payable at the office of Aiken-Speir, Inc., P. O. Box 391 in Florence, South Carolina 29503, or at such other place as the holder of the note may designate in writing, in monthly installments of Ninety-Two and 98/100----------Dollars ($ 92.98 ), commencing on the first day of August, 1978, 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 July, 2008.

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 piece, parcel or lot of land in the Town of Fountain Inn, County of Greenville, State of South Carolina, situate, lying and being at the southeastern corner of the intersection of Second Street and Woodside Avenue (formerly Church Street) and being known and designated as as Lots 45-A and 46 on a plat entitled "Property of Robert K. Smith and Brenda K. Smith", dated June 7, 1978, prepared by J. L. Montgomery, III, RLS, recorded in the RMC Office for Greenville County in Plat Book 6-Q at Page 85, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Gettys M. Smith and Carolyn P. Smith recorded in the RMC Office for Greenville County on June 14th, 1978.

THE mailing address of the Mortgagee herein is P. O. Box 391, Florence, S. C. 29503.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JUN 14 '78
P.B. 11218
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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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