SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1972)

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MORTGAGE

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This form is used in connection with nortgages insured under the ones, to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Felton Toylee Smith and Edna M. Smith Greenville, South Carolina

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

8 %) per annum until paid, said principal

WHEREAS, the Mortgagor is well and truly indebted unto

The Lomas and Nettleton Company

, a corporation , hereinafter

organized and existing under the laws of the State of Connecticut . 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 Fourteen Thousand Nine Hundred and 00/100 Dollars (\$ 14,900.00), with interest from date at the rate

per centum (

of eight and interest being payable at the office of

The Lomas and Nettleton Company

in New Haven, Connecticut
note may designate in writing, in monthly installments of

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Nine and 37/100 Dollars (\$ 109.37), commencing on the first day of February , 1977, 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 January , 2007

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:

THE LOMAS AND NETTLETON COMPANY, ITS SUCCESSORS AND ASSIGNS:

All that piece, parcel or lot of land, together with building and improvements constructed thereon, situate, lying and being on the Southern side of Carolina Street in Gantt Township, Greenville County, South Carolina, being shown and designated as Lot 27 on a plat of Oxford Estates, made by M. H. Woodward, Engineers, dated November 25, 1956 and recorded in the Office of the RMC for Greenville County in Plat Book "W" at page 158.

This being the identical property conveyed to the Mortgagors herein by deed of Carla A. Hills, Secretary of Housing and Urban Development dated December 15, 1976, and recorded in the Office of the RMC for Greenville County in Deed Book _____ at page _____.

Mortgagee's Mailing Address: P. O. Box 964, Virginia Beach, Va. 23451

DOCUMENTARY STAMP = 05.96

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

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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