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



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

DONNIE S.TANKERSLEY R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: David R. Fisher and Barbara A. Fisher

Greenville County, South Carolina

The state of the s

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

WHEREAS, the Mortgagor is well and truly indebted unto North Carolina National Bank

,a corporation organized and existing under the laws of the United States , 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 Fifteen Thousand Four Hundred and No/100 ----- Dollars (\$ 15,400.00), with interest from date at the rate of eight-----per centum (%) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation, P. O. Box 10338 in Charlotte, North Carolina 28237 or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Thirteen and 04/100----- Dollars (\$ 113.04 commencing on the first day of June , 19 77, 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 May

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 County of Greenville, State of South Carolina, in Chick Springs Township, situate, lying and being on the eastern side of Hall Road and being known and designated as Lot No. 4 on a plat of the Property of E. W. Smith, dated April, 1941, made by W. A. Hester, and having according to a more recent plat entitled "Property of David R. Fisher and Barbara A. Fisher", prepared by Carolina Surveying Company, dated April 7, 1977, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Hall Road at the joint front corner of Lots 3 and 4 and running thence with the line of Lot 3, S.59-45 E. 132 feet to an iron pin; thence N.24-00 W. 70 feet to an iron pin, corner of Lot 5; thence with the line of Lot 5, N.59-45 W. 132 feet to an iron pin on Hall Road; thence with the eastern side of Hall Road, N.24-00 E. 70 feet to the point of beginning.

This is the same property as that conveyed to the Mortgagors herein by deed from James Austin Smith and Nola Jean Batson Smith, dated April 8, 1977 and recorded in the RMC Office for Greenville County on April 8^{+6} , 1977.

The mailing address of the Mortogood herein is P. O. Box 10338. Charlotte, N. C.

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Together with all and singular the rights, members, hereditaments, and appurenances 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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