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

MORTGAGE

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

STATE OF SOUTH CAROLINA,
COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

C Mendal A. Smith and Karen S. Smith

≥ Greenville, South Carolina

shall be due and payable on the first day of

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

· 2007.

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

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:

May

ALL that lot of land with the buildings and improvements thereon situate on the northeast side of Sellwood Circle in the Town of Simpsonville, Austin Town bip, Greenville County, South Carolina, being shown as Lot 218 on plat of Section III of Westwood Subdivision, recorded in the RMC Office for Greenville County in Plat Book 4-N, Page 30, and being more particularly described in accordance with a plat prepared by R. B. Bruce, RLS, dated April 14, 1977, and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Sellwood Circle at the joint corner of Lots 218 and 219, and running thence along the line of Lot 219 N. 20-41 E. 141.3 feet to an iron pin; thence along the line of Lots 216 and 217 S. 89-39 W. 169 feet to an iron pin on the northeast side of Sellwood Circle; thence along Sellwood Circle S. 22-30 E. 40.3 feet to an iron pin; thence continuing along Sellwood Circle S. 47-47 E. 140 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Walter L. Gunnells and Sandra C. Gunnells dated April 20, 1977, and to be recorded 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

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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