SOUTH CAROLINE HVILLE CO. S. ...
FHA FORM NO. 2175M
(Rev. September 1972) 7 4 33 FT

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:

JAMES M. LELAND Greenville County, South Carolina,

shall be due and payable on the first day of April

of

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

2007.

WHEREAS, the Mortgagor is well and truly indebted unto

NORTH CAROLINA NATIONAL BANK

, a corporation , hereinafter organized and existing under the laws of the United States 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), with interest from date at the rate AND NO/100 ----- Dollars (\$ 24,900.00 %) per annum until paid, said principal per centum (8 and interest being payable at the office of North Carolina National Bank Charlotte, North Carolina in or at such other place as the holder of the note may designate in writing, in monthly installments of ONE HUNDRED EIGHTY-TWO AND 77/100 ------Dollars (\$182.77 , 1977 , and on the first day of each month thereafter until commencing on the first day of May the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid,

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: on the southwestern side of Cardinal Drive, being known and designated as a portion of Lot No. 8 on a plat entitled PINE BROOK EXTENSION made by W. N. Willis, Engineer, dated June, 1953, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book W, at Page 73 and a portion of Lot No. 90 on a plat entitled PINE BROOK DEVELOPMENT, made by W. N. Willis, Engineer, dated March 23, 1951, and being more particularly described as Lot No. 8 on a plat of PROPERTY OF LOLLIE G. GIBSON, made by Robert Jordan, RLS, dated April 6, 1967, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 4-D, at Page 199 and having, according to a more recent survey entitled PROPERTY OF DAVID P. KENDALL and GLENNA R. KENDALL, made by Jones Engineering Service,

BEGINNING at an iron pin on the southwestern side of Cardinal Drive at the joint front corner of Lots Nos. 8 and 9 and running thence with the common line of said lots, S. 70-23 W. 140.5-feet to an iron pin; thence S. 65-22 W. 20-feet to an iron pin; thence S. 25-50 E., 73.3-feet to an iron pin at the joint rear corner of Lots Nos. 8 and 8-A; thence along the common line of said lots, N. 7-23 E., 161-feet to an iron pin on the southwestern side of Cardinal Drive; thence with the southwestern side of Cardinal Drive N. 26-10 W., 75-feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor by deed of David P. Kendall and Glenna R. Kendall recorded in the R.M.C. Office for Greenville County of even date herewith.

dated October 15, 1974, the following metes and bounds, to-wit:

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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