SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1976)

MORTGAGE

with mortgages insured under the no-to-four-family provisions of the National Housing Acta

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RANDY GENE CHERRY AND SHARON DENISE CHERRY

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto NCNB MORTGAGE SOUTH, INC.

, a corporation South Carolina organized and existing under the laws of , 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 Eighteen Thousand One Hundred and No/100---------- Dollars (\$ 18,100.00), with interest from date at the rate 🐴) per annum until paid, said principal eight and one-half per centum (81/2 and interest being payable at the office of NCNB Mortgage Corporation, Charlotte, North Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Thirty-Nine and 19/100----- Dollars (\$ 139.19 . 1978, and on the first day of each month thereafter until April commencing on the first day of 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 March, 2008.

NOW, KNOW ALL, MFN, 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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, on the eastern side of Fourth Avenue, in Section 2 of Judson Mills Village being shown and designated as Lot 22 on a plat recorded in Plat Book "K" at page 25, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin at the Southeastern corner of the intersection of Fourth Avenue and Sixth Street and running thence with the eastern side of Fourth Street, S. 6-07 W. 80 feet to an iron pin at the corner of Lot 21; thence with the line of Lot 21, S. 83-53 E. 122 feet to an iron pin; thence with the rear line of Lot 11 N. 6-07 E. 80 feet to an iron pin on the southern side of Sixth Street; thence with the southern side of Sixth Street, N. 83-53 W. 122 feet to the beginning.

Deed of Earl D. Pelfrey to Randy Gene Cherry and Sharon Denise Cherry, dated February 3, 1978, recorded February 3, 1978, in Deed Book 473, at page/97.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, on 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 Whe 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 Qo 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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