

FHA Form No. 2175 m
(For use under Sections 203-603)
(Revised February 1960)

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MORTGAGE

STATE OF SOUTH CAROLINA, } ss:
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: we, C. T. Smith and Bright O. Smith

Greenville, S. C. , hereinafter called the Mortgagor, send(s) greetings: of

WHEREAS, the Mortgagor is well and truly indebted unto Fidelity Federal Savings

and Loan Association , a corporation organized and existing under the laws of South Carolina , 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 Fifty-seven Hundred Dollars (\$ 5700.00), with interest from date at the rate of four & one-quarter per centum (4 $\frac{1}{4}$ %) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings and Loan Association, Greenville, S. C. , or at such other place as the holder of the note may designate in writing, in monthly installments of Thirty-five & thirty-four one-hundredths Dollars (\$ 35.34), commencing on the first day of August , 19 51 , 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 July , 19 71 .

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 certain piece, parcel or lot of land situate, lying and being in the city of Greenville, county of Greenville, state of South Carolina, being known and designated as lot No. 70 of College Heights subdivision as shown on plat thereof recorded in the R. L. C. office for Greenville County in plat book "P" page 75 and having according to a more recent survey made by Piedmont Engineering Service, July 7, 1951, the following metes and bounds, courses and distances to-wit:

Beginning at an iron pin on the southwest side of Griffin Drive, the joint corner of lots Nos. 69 & 70 and running thence with the joint line of said lots S. 56-50 W. 150 feet to an iron pin in line of lot No. 68; thence with the line of said lot S. 33-10 E. 75 feet to corner of lot No. 71; thence with the line of said lot N. 56-50 E. 150 feet to an iron pin on the southwest side of Griffin Drive; thence with the southwest side of said Drive N. 33-10 W. 75 feet to the beginning corner.

The mortgagor covenants that until the mortgage has been paid in full he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. This covenant shall be binding upon the mortgagor and his assigns and upon the violation thereof the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.

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