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

## GREENVILL MORTGAGE

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

See 12 11 59 11' 17

STATE OF SOUTH CAROLINA, DONNIE S. TANKER SLEY GREENVILLE COUNTY OF R.H.C

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James H. Orr, Jr. and Katherine B. Orr

of

Greenville, South Carolina

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

Aiken-Speir, Inc. WHEREAS, the Mortgagor is well and truly indebted unto

, 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 Twenty-four Thousand Five Hundred and NO/100ths . . . . Dollars (\$ 24,500.00 . . . ), with interest from date at the rate of Eight and one/half . . . . . . per centum (. . . 8 1/2 %) per annum until paid, said principal

and interest being payable at the office of Aiken-Speir, Inc.

in Florence, South Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Eighty-eight and 41/100ths . . . . . . . . . . . . . . . . . Dollars (\$ 188.41 . . . .), commencing on the first day of November . 1977, 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 October, 2007.

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, with all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the East side of Beatrice Street, and being known and designated as Lot No. One (1) as shown on plat prepared for Talmer Cordell by C. C. Jones, Civil Engineer, dated November 9, 1963 and which plat has been recorded in the R.M.C. Office for Greenville County in Plat Book GGG at Page 65, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Beatrice Street at the joint front corner of Lots Nos. 1 and 2 as shown on said plat, and running thence with the East side of said street S. 21-55 E. 62.5 feet to an iron pin; thence N. 67-48 E. 133.4 feet to an iron pin in branch; thence with the meanderings of said branch, branch being the line, N. 17-15 W. 62.7 feet, more or less, to a point in center of branch at the joint rear corner of said two lots; thence with the joint property line of said Lots Nos. 1 and 2 S. 67-48 W. 138.5 feet to the beginning point.

DERIVATION: This is that same property conveyed to James H. Orr, Jr. and Katherine B. Orr by deed of Shirley T. Bennett dated September 9, 1977 and recorded concurrently 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

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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