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

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:

RICHARD A. DURHAM and WANDA SUE DURHAM Greenville, South Carolina , hereinafter called the Mortgagor, send(s) greetings: 299 wats sheet; Ganle, SC. 2960r WHEREAS, the Mortgagor is well and truly indebted unto

NCNB Mortgage South, Inc.

, a corporation organized and existing under the laws of , hereinafter South Carolina 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 Sixteen Thousand and NO/100ths . . . . . . of Eight and one/half . . . . . . per centum ( . . . 8 1/2 %) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation in Charlotte, North Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Twenty-three and 04/100ths . . . . . . . . . . . . . . . . . . Dollars (\$123.04 . . . . ), November , 1977, and on the first day of each month thereafter until 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 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, lying, situate and being in the County of Greenville, on Werts Street, Mills Mill, and being known and designated as Lot No. 23, Plat of Mills Mill Village, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book GG, Pages 160 and 161 and being more particularly described as follows:

mBEGINNING at the intersection of the joint rear corners of Lot 23 and Lot 24 and running thence S. 15-20 W. 113.3 feet to a point; thence along Chestnut Street N. 49-20  $\check{\mathcal{N}}$ W. 101.8 feet to a point; thence N. 25-58 W. 23.4 feet to a point; thence N. 14-43 无. 51 feet to a point; thence S. 75-17 E. 107 feet to the point of beginning.

DERIVATION: This being that property conveyed to Mortgagor by deed of Larry D. Davis Land Lynne S. Davis dated and filed 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 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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