Ŋ **SOUTH CAROLINA**

FHA FORM NO. 21754

(Rev. September 1976)

MORTGAGE

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Junnie F. Brown and Joyce E. Brown Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

The South Carolina National Bank , 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 Thirty-Two Thousand Bight Hundred Dollars (\$ 32.850.00 Fifty and No/100), with interest from date at the rate per centum (7.75 of Seven & Three-Quarters 📆) per annum until paid, said principal and interest being payable at the office of The South Carolina National Bank P. O. Box 168 in Columbia, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Two Dollars (\$ 235.54 Hundred Thirty-Five and 54/100 commencing on the first day of **February** , 19 79, 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 January, 2009

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 situate, lying and being in the County of Greenville, State of South Carolina on the northeastern side of Penarth Drive (formerly Noble Street) and being known and designated as Lot No. 49 on plat of property of William R. Timmons, Jr. recorded in the R.M.C. Office for Greenville County in Plat Book BBB at page 15, and being more fully shown on plat entitled "Property of Junnie F. Brown and Joyce E. Brown" prepared by Dalton & Neves Co., Engineers, dated December 1978 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Penarth Drive, said iron pin being 112.75 feet from the intersection of said Penarth Drive and Fairfax Drive and running N. 71-25 E. 74.0 feet to an iron pin; thence N. 57-26 B. 52.9 feet to an iron pin; thence S. 88-28 E. 125.5 feet to an iron pin; thence S. 21-37 E. 66.2 feet to an iron pin; thence S. 60-04 W. 220.2 feet to an iron pin on the northeastern side of Penarth Drive; thence with said Drive, N. 31-07 W. 142.5 feet to an iron pin, the point of beginning. Subject to easements, rights-of-way or restrictions, if any, affecting the above described property.

of The Equitable Life Assurance Society of the United States dated and Together with all and singular the rights, members, nereditaments, and apputtenances 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 serzed 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 8 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.

*** recorded even date herewith in Deed Book _____ at page ____ in the K.M.C. Office for Greenville County.

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