## **MORTGAGE**

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

3 1 2 57 11 191

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TO ALL WHOM THESE PRESENTS MAY CONCERN: Herbert E. Riddle, Jr.

of

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

WHEREAS, the Mortgagor is well and truly indebted unto

Wachovia Mortgage Company

organized and existing under the laws of the State of North 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 Forty-Five Thousand Two Hundred Fifty-Six and No/100 ....-Dollars (\$ 45,256.00 ),

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, on the eastern side of Houston Street and being known and designated as the major portion of Lot No. 2 with a small strip of Lot No. 3 of Block J of the Chapin Spring Land Company, said plat being recorded in the RMC Office for Greenville County in Plat Book E at Page 41, and being shown on a more recent plat entitled "PROPERTY OF HERBERT E. RIDDLE, JR.", prepared by Carolina Surveying Company, dated July 30, 1984, recorded in the RMC Office for Greenville County in Plat Book 10-V at Page 73, and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

THIS is the same property as that conveyed to Herbert E. Riddle, Jr. and James R. Clardy, Jr. by deed of Charles J. Spillane recorded in the RMC Office for Greenville County in Deed Book 1099 at Page 852 on April 4, 1979. James R. Clardy, Jr. conveyed his one-half interest to Herbert E. Riddle, Jr. by deed recorded in said RMC Office in Deed Book 1109 at Page 947 on August 23, 1979.

THE mailing address of the Mortgagee herein is P. O. Box 3174, Winston-Salem, North Carolina 27102.

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 herein 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.

HUD-92175M (1-79)