

SOUTH CAROLINA
FHA FORM NO. 2175m
(Rev. March 1971)

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 } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: James Edward Pennie and Patricia W. Pennie

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

WHEREAS, the Mortgagor is well and truly indebted unto The Lomas & Nettleton Company, a Connecticut corporation, with principal place of business at 175 Orange Street, New Haven, Conn. 05608

organized and existing under the laws of Virginia, a corporation 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 Twelve Thousand Four Hundred Fifty and No/100 ----- Dollars (\$12,450.00), with interest from date at the rate of ----- seven----- per centum (7 %) per annum until paid, said principal and interest being payable at the office of The Lomas & Nettleton Company, 3200 Pacific Avenue in Virginia Beach, Virginia or at such other place as the holder of the note may designate in writing, in monthly installments of Eighty-Two and 92/100----- Dollars (\$ 82.92), commencing on the first day of September, 19 72, 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 August, 2002

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 County of Greenville, State of South Carolina, known and designated as Lot No. 17 on Map No. 6 of Talmer Cordell property recorded in Plat Book "Z", Page 151 of the RMC Office for Greenville County, S. C., said lot having a frontage of Seventy-Five (75') feet on the northeast side of Bel Aire Road, a depth of One Hundred Eighty-One and Seventh Tenths (181.7') on the north side, a depth of One Hundred Ninety-Six and One Tenth (196.1') on the south side, and a rear width of Sixty-Five (65') feet. This being the identical property heretofore conveyed to Bell Federal Savings & Loan Association by deed of Gwendolyn Y. Harris and recorded in the RMC Office for Greenville County in Deed Book 911 at Page 62.

The grantor(s) covenants and agree(s) that so long as this Deed of Trust, Security Deed, or Mortgage whichever is applicable, and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, whichever is applicable, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby 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 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; and, provided, further, that in the event the debt is paid in full prior to maturity and