800x 1378 PAGE 183

SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1972)

STATE OF SOUTH CARD

COUNTY OF GREENVILLE

SEP 201976 MORTGAGE

DONNIES UNKERMEN

R.M.C.

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ROBERT LEE SMITH AND LISSIE FLEMING SMITH

of

W(

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

Greenville, South Carolina

WHEREAS, the Mortgagor is well and truly indebted unto

C. W. Haynes and Company, Incorporated

of eight and one-half

and interest being payable at the office of in Columbia, South Carolina

per centum (8 1/2 %) per annum until paid, said principal c. W. Haynes and Company, Incorporated in Columbia, South Carolina

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 lot of land in the County of Greenville, State of South Carolina, known and designated as Lot No. 13, as shown on plat entitled "Property of Curtis E. Wright", made by C. C. Jones, R. E., September 22, 1970, recorded in the RMC Office for Greenville County, in Plat Book 4-H, Page 15, said lot having a frontage of 45 feet on the South side of Florida Avenue.

This being the same property heretofore conveyed to Robert Lee Smith and Lissie Fleming Smith by deed of Carla A. Hills, Secretary of Housing and Urban Development, dated August 26, 1976, to be recorded simultaneously with this Mortgage in Deed Book 1043, at Page 112.

This is a purchase money mortgage given for the purpose of securing the unpaid portion of the purchase priceof the above described property.

Mortgagee: C. W. Haynes and Company, Inc. 1500 Lady Street

Columbia, South Carolina 29201

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.

4328 W.2