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

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STATE OF SOUTH CAROLINA,

OCT 151976 LUNNES, TANKERBEEK COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN

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

Calvin (nmi) Shell Simpsonville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

## C. W. Haynes and Company, Incorporated

, a corporation organized and existing under the laws of the State 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 Sixteen Thousand Four Hundred and no/100----- Dollars (\$ 16,400.00 ), with interest from date at the rate %) per annum until paid, said principal per centum ( 8 1/2eight and one-half C. W. Haynes and Company, Incorporated and interest being payable at the office of in Columbia, South Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of , 19 76, and on the first day of each month thereafter until commencing on the first day of November 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 2006

NOV, KNOV 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 Greenville County, State of South Carolina, being known and designated as Lots Nos. 57,58,61 and 62, of a subdivision known as Howard Heights as shown on plat entitled "Property of Jerry Lee, Otis Wharton, and Peggy M. Wharton", dated May 7, 1975, prepared by Carolina Surveying Co., recorded in the RMC Office for Greenville County in Plat Book 5-M, at Page 19, and having according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the northern side of Harrison Drive, at the joint front corners of Lots Nos. 60 and 61 and running thence N. 56-0 W. 160 feet to an iron pin; thence N. 11-0 W. 135 feet to an iron pin; thence N. 56-0 E. 53 feet to an iron pin; thence S. 60-0 E. 235 feet to an iron pin on the northern side of Harrison Dirve; thence with the northern side of Harrison Drive S. 34-0 W. 160 feet to the point of beginning.

This being the property heretofore conveyed to Calvin (nmi) Shell by deed of Carla A. Hills, Secretary of Housing and Urban Development dated September 14, 1976, to be recorded simultaneously with this Mortgage in Deed Book 1011, at Page 660 .

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

Mortgagee: C. W. Haynes & Co., Inc., 1500 Lady Street, Columbia, S. C. 29201

Together with all and singular the rights, members, hereditaments, 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

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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