SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1976) GREENVILLE CO. S. C.

DONNIE S. TANKERSLEY R.M.C.

MAREGAGE

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

Florence, S. C. 29501

Aiken-Speir, Inc.

P. O. Box 391

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

800k 1405 PAGE 755

TO ALL WHOM THESE PRESENTS MAY CONCERN: Leslie E. SMith and Linda P. Smith,

Greenville County, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto Aiken-Speir, Inc.

, 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 Fifteen Thousand Four Hundred and 00/100----- Dollars (S 15,400.00), with interest from date at the rate of eight and one-half per centum (8 1/2 %) per annum until paid, said principal and interest being payable at the office of Aiken-Speir, Inc. P. O. Box 391 in Florence, S. C. 29501 or at such other place as the holder of the note may designate in writing, in monthly installments of One Dollars (\$ 118.43 Hundred Eighteen and 43/100----commencing on the first day of September , 19 77, and on the first day of each month thereafter until

shall be due and payable on the first day of August, 2007 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

the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid,

estate situated in the County of Greenville, State of South Carolina: ALL that certain piece, parcel or lot of land located in the County of

Greenville, State of South Carolina and lying and being in Gantt Township and being known and designated as Lot No. 264, Section B of Property of Woodfields, Inc., a subdivision located on the southwest side of Augusta Noad, and having according to a plat of said property by Piedmont Engineerving Service, dated March 1, 1951, and being recorded in the R.M.C. Office mfor Greenville County in Plat Book Z at Page 121, and having according to 77a more recent plat entitled Harvey J. Earnhart, Jr. and Ara Faye Earnhart, sthe following metes and bounds, to-wit:

→ BEGINNING at an iron pin on the southeastern side of Foxhall Road, at the Tjoint front corner of Lots 265 and 264, which iron pin is situate 500 feet southwest of the southwest intersection of Foxhall Road and North Beaver Lane and running thence along the line of Lot 265, S. 55-30 E. 175 feet to a point in the center of a branch, at the joint rear corner of Lots 265 and 264; thence along the branch as the line, the chord of which is S. 22-30 W. 129.9 feet to a point in the center of said branch, at the joint rear corner of Lots 263 and 264; thence along the line of Lot 263, N. 42-(N) 30 W. 210.5 feet to an iron pin on the southeast side of Foxhall Road, at the joint front corner of Lots 263 and 264; thence along the southeastern side of Foxhall Road, N. 39-22 E. 40 feet; thence continuing along the said Road, N. 34-30 E. 40 feet to an iron pin on the southeastern side of Foxhall Road, the point of beginning.

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.

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