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

## **MORTGAGE**

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Fred Adams, Jr.

of

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Southern Bank and Trust Company,

Greenville, South Carolina

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 Twelve Thousand Six Hundred Twenty-Five and 00/100 Dollars (\$ 12,625.00 ), with interest from date at the rate of Nine per centum (9.0 ) per annum until paid, said principal and interest being payable at the office of Southern Bank and Trust Company in Greenville, South Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Sixty-Two and 08/100 Dollars (\$ 262.08), commencing on the first day of December , 1978, 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 December, 1983

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 State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, being known and designated as Lot No. 23 according to a plat of Welcome View, plat made by Piedmont Engineering Service, August, 1948, and recorded in the R.M.C. Office for Greenville County in Plat Book U at Page 155, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Welcome Street at the joint front corner of Lots Nos. 22 and 23, N. 56-50 E. 241.5 feet to an iron pin in the line of property nor or formerly belonging to Townes; thence along the line of Townes, S. 15-10 E. 88.1 feet to an iron pin at the rear of corner of Lot No. 24; thence along the line of Lot No. 24, S. 56-50 W. 228.5 feet to an iron pin on the Eastern side of Welcome Street; thence along the Eastern side of Welcome Street; thence along the Eastern side of Welcome Street, N. 23-27 W. 85 feet to the beginning corner; being the same property conveyed to me by James Charles Collins on October 20, 1958 as will appear in records in the R.M.C. Office for Greenville County, South Carolina in Deed Book 608 at Page 513.

THIS conveyance is made subject to restrictions, easements and rights—
of-way of record affecting this property.
OTogether 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, of the connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said progress unto the Mattersea, its connection and including all heating.

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, honever, that written notice of an intention to exercise such privilege is given at least thirty 80) days prior to prepayment; and, provided, further, that in the event the debt is paid in full prior to maturity and

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