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

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## **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

NCNB Loan No. 74-562322

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Robert L. Marlar and Mildred M. Marlar

of

108 Fleetwood Dr., Greenville, S.C. , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto NCNB Mortgage South, Inc.

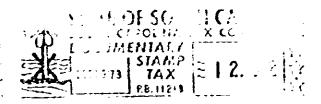
, a corporation organized and existing under the laws of South Carolina , hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Thirty-Two Thousand Three Hundred and 00/100 ----- Dollars (\$32,30 $\bar{0}$ .00 ), with interest from date at the rate Use nine and one-half per centum ( 9%) %) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage South, Inc. in Charlotte, N. C., 28334 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Seventy-One and 64/100 ------ Dollars (\$ 271.64 commencing on the first day of February . 19 79, 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 January, 2009.

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 piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, Gantt Township, being known and designated as Lot 69, Magnolia Acres, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, page 133, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Fleetwood Drive, joint front corner Lots 68 and 69, and running thence N 8-41 W 175 feet to an iron pin; thence N 68-50 E 62 feet to an iron pin, joint rear corner Lots 69 and 70: thence S 21-10 E. 172 feet to an iron pin on Fletwood Drive

front corner Lots 68 and 69, and running thence N 8-41 W 175 feet to an iron pin; thence N 68-50 E 62 feet to an iron pin, joint rear corner Lots 69 and 70; thence S 21-10 E, 172 feet to an iron pin on Fletwood Drive, joint front corner Lots 69 and 70; thence along Fleetwood Drive S 68-50 W 60 feet and S 69-58 W 39.8 feet to an iron pin, the point of Beginning. DERIVATION: This being the same property conveyed to mortgagors this date by Deed from Albert L. Gray to be recorded herewith in RMC Office for Green-ville County, S. C., in Deed Book 1094, at page 181.



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

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