GREENVILLE CO. S. C.

FEB 23 2 12 PH 179

MORTGAGE

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

DONNIE S. TANKER SLEY STATE WAROUTH CAROLINA, COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN: HARVEY VIRGIL SMITH, JR.

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

WHEREAS, the Mortgagor is well and truly indebted unto PANSTONE MORTGAGE SERVICE, INC.

, a corporation , hereinafter organized and existing under the laws of STATE OF GEORGIA 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 TWENTY-SEVEN THOUSAND NINE HUNDRED, FIFTY), with interest from date at the rate AND NO/100 ----- Dollars (\$ 27,950.00 %) per annum until paid, said principal per centum (9 1/2 NINE AND ONE-HALF and interest being payable at the office of PANSTONE MORTGAGE SERVICE, INC., 2459 ROOSEVELT inCOLLEGE PARK, GEORGIA 30327 HIGHWAY, SUITE C-2 or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED THIRTY-FIVE AND 06/100 ----- Dollars (\$235.06 , 1979 , and on the first day of each month thereafter until commencing on the first day of APRIL 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 MARCH, 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 all buildings and improvements thereon, situate, lying and being on the southeastern side of Paris View Avenue, in Bates Township, Greenville County, South Carolina, being shown and designated as Lot No. 17 on a plat of SUNNY ACRES, made by J.C.Hill, Surveyor, dated August 23, 1953, recorded in the RMC Office for Greenville County, S.C., in Plat Book BB at Pages 168 and 169, reference to which plat is hereby craved for the metes and bounds thereof.

THIS is the same property as that conveyed to Mortgagor by deed of Herbert H. Harris and Martha H. Harris, recorded in the Greenville County RMC Office on Zah 979, in Deed Book 1097 at Page 33/...

THE mailing address of Mortgagee's Address is: Panstone Mortgage Service, Inc. 2459 Roosevelt Highway Suite C-2 College Park, Georgia 30327

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

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple abforever solute, 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.

FHA-2175M (1-78)