

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

FILED
GREENVILLE CO
MORTGAGE

BOOK 1243 PAGE 384

AUG 3 10 06 AM '72

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 } ELIZABETH RIDDLE
COUNTY OF GREENVILLE } s.R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Sam Allen Cook and Inez M. Cook

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

WHEREAS, the Mortgagor is well and truly indebted unto The Lomas & Nettleton Company, a Connecticut corporation, with principal place of business at 175 Orange Street, New Haven, Conn. 05608

The Lomas & Nettleton Company, a corporation organized and existing under the laws of Connecticut, 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 Eight Hundred and No/100----- Dollars (\$ 15,800.00), with interest from date at the rate of -----seven----- per centum (7 %) per annum until paid, said principal and interest being payable at the office of The Lomas & Nettleton Company, 3200 Pacific Avenue in Virginia Beach, Virginia or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Five and 23/100----- Dollars (\$ 105.23), commencing on the first day of October, 19 72, 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 September, 2002.

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 lot of land in Gantt Township, Greenville County, State of South Carolina, being shown as Lot 44 on plat of Property of Sylvan Hills recorded in the RMC Office for Greenville County in Plat Book S at Page 103, and being more particularly shown on plat of Property of Joseph C. Lach, Jr., dated February 12, 1955, prepared by R. K. Campbell, Surveyor, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Valley View Lane at the joint front corner of Lots 43 and 44, said iron pin being 140 feet east of Morningside Drive, and running thence along Valley View Lane, N.84-24 E. 70 feet to an iron pin in the center of a 10-foot utility easement at joint front corner of Lots 44 and 46; thence along the center of said 10-foot utility easement S.5-16 E. 157.1 feet to an iron pin in the center of a 10-foot utility easement at joint rear corner of Lots 44, 46, 47 and 45; thence along the center of said 10-foot utility easement, S.56-44 W. 78 feet to an iron pin, joint rear corner of Lots 40,45,39,41, 43 and 44; thence turning and running along the joint line of Lots 43 and 44, N.5-26 W. 192.8 feet to an iron pin on Valley View Lane, the point of beginning.

The grantor(s) covenants(s) and agree(s) that so long as this Deed of Trust, Security Deed, or Mortgage whichever is applicable, and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, whichever is applicable, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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