

**MORTGAGE**

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

ELIAS R. MIDDLE  
STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } ss: D

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES THOMAS EARNEST AND DOROTHY ADAMS EARNEST  
Greenville County

of 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

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 Fourteen Thousand Eight Hundred Fifty and No/100----- Dollars (\$ 14,850.00 ), 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 ----- Ninety-Eight and 90/100----- Dollars (\$ 98.90 ), commencing on the first day of December, 1972, 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 November, 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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as a portion of Tract #32, Mountain View Acres, recorded in Plat Book I, at Pages 69 and 70 in the RMC Office for Greenville County, and having, according to a more recent survey made by R. B. Bruce, dated August 20, 1965, the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin on the western side of Woodland Drive, the joint front corner of Lots 31 and 32; thence with the joint line of said Lots N.71-17 W. 500 feet to an iron pin; thence N.84-00 E. 229 feet to an iron pin; thence S.81-45 E. 305 feet to an iron pin; joint front corner of Lots Nos. 32 and 33 on the west side of said Street S.18-43 W. 150 feet to the beginning corner.

The grantors covenant and agree 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