

SOUTH CAROLINA 22  
FHA FORM 1004 (REV. 11-22-73)  
RECORDED  
COMPLETED  
Vick  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
JAN 25 3 27 PM '77  
DORRIS STANKEASLEY  
REC.

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

TO ALL WHOM THESE PRESENTS MAY CONCERN: JOHN W. RUSSELL, JR. and JEANNE H. RUSSELL

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

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 Seventeen Thousand Eight Hundred Fifty and No/100-----Dollars (\$ 17,850.00 ), 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 ----- One Hundred Twenty-Six and 20/100-----Dollars (\$ 126.20 ), commencing on the first day of March 1973, 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 February 1998. *See*

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, with the buildings and improvements thereon, in Paris Mountain Township, Greenville County, South Carolina, on the western side of Courtland Drive, being known and designated as a portion of Lot No. 21 on a plat of Highview Acres, recorded in the RMC Office for Greenville County, South Carolina in Plat Book "0" at Page 123, and having the following metes and bounds, to-wit:

Beginning at an Iron pin on the western side of Courtland Drive, joint front corner of Lots 20 and 21, and running thence along the line of Lot No. 20 N.84-30 W. 200 feet to a point; thence along a new line S.05-30 W. 100 feet to a point; thence along a new line S.84-30 E. 200 feet to a point on the western side of Courtland Drive; thence along the western side of Courtland Drive N.05-30 E. 100 feet to the point of beginning.

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 hereunto in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had thereon, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or 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 and 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 defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and his persons who-soever 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. Pre-charge 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.