

Our File No. 9204

SOUTH CAROLINA
FHA FORM NO. 2175V
(Rev. September 1976)

MORTGAGE

This mortgage is subject to the
anti-predatory provisions of the
National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

TO ALL WHOM THESE PRESENTS MAY CONCERN: Robert John Smart and Linda K. Smart

Greenville, South Carolina 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 in-
corporated herein by reference, in the principal sum of **Fifteen Thousand, Four Hundred and**
No/100----- Dollars (\$ **15,400.00**) with interest from date at the rate
of **eight & One-half** per centum (**8½**) per annum until paid, said principal
and interest being payable at the office of **NCNB Mortgage South, Inc.**

P. O. Box 10338 in **Charlotte, North Carolina 28237**
or at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred**
Thirty Three and 67/100----- Dollars (\$ **133.67**),
commencing on the first day of **February 1**, 1978, 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 1, 1998:**

NOT KNOR 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 Mort-
gagor 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, situate, lying and being near
the City of Greenville, in the County of Greenville, State of South Carolina,
being known and designated as Lot No. 2 Block H, Plat of Property of
Fuman Investment Company, as per plat thereof recorded in the R. M. C.
Office for Greenville County, South Carolina, in Plat Book "F" at
pages 159 and 160, and having according to said plat, and according to
plat of Property of George Robert Burnett made by C. C. Jones and
Assoicates, Engineers, November 1955, the following metes and bounds,
to wit:**

**BEGINNING at an iron pin on the Northeast intersection of Patton Street
and Mauldin Street, and running thence along Patton Street N. 65-15 E.
163.5 feet to an iron pin; thence N. 38-15 W. 772 feet to an old iron
pin; thence along the line of Lot No. 4 S. 52-20 W. 15836 feet to an old
iron pin on the Northeasterly side of Mauldin Street, Common corner of
Lots 2 and 4; thence along the Northeasterly side of Mauldin Street, S.
37-40 E. 40 feet to an iron pin, the point of beginning.**

**This being the same property conveyed to the Mortgagors by Deed of
Sara Ruth Carroll Burrell of even date to be recorded herewith:**

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 ab-
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 for-
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-
sons 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.

CGTO -----
DEC 27 1978

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