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4-20-78 FILED GREENVILLE CO. S. C.

BOOK 1421 PAGE 371

SOUTH CAROLINA 17 11 59 AM '78
FHA FORM NO. 2175M
(Rev. September 1975)
DORRIS S. TANKERSLEY
R.M.C.

MORTGAGE

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,
COUNTY OF GREENVILLE } ss: DORRIS S. TANKERSLEY
R.M.C.

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

Arnice Miles and Scarlett R. Miles of
Mauldin, South Carolina hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto CAMERON-BROWN COMPANY

a corporation organized and existing under the laws of State of North Carolina 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 **thirty-nine thousand seven hundred and no hundreths** Dollars (\$39,700.00), with interest from date at the rate of **eight and one-half** per centum (8.50 %) per annum until paid, said principal and interest being payable at the office of CAMERON-BROWN COMPANY in Raleigh, North Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of **three hundred five and 29 Hundreths** Dollars (\$ 305.29), commencing on the first day of March 19 78, 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, 2008. J.R.M. A.M.

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

State of South Carolina:
All that certain piece, parcel or lot of land in the State of South Carolina County of Greenville, City of Mauldin, being known and designated as Lot No. 43 on a plat of Burdett Estates, prepared by Dalton & Neves, Engineers dated February, 1971, recorded in plat book 4X at page 60 of the RMC Office for Greenville County and on a more recent plat of property of A. Charles Nickel and Helen Kay Nickel, dated May 5, 1975, prepared by Freeland & Associates, and having, according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of McSwain Drive, joint front corner of lots 42 and 43 and running thence S. 16-57 W., 143.1 feet to an iron pin; thence N. 78-56 W., 100.0 feet to an iron pin at the joint rear corners of lots 43 and 44; thence along the common line of said lots, N. 14-52 E., 150.4 feet to an iron pin on the southern side of McSwain Drive; thence S. 75-44 E., 50.0 feet to an iron pin; thence continuing along said McSwain Drive, S. 73-47 E., 55.0 feet to an iron pin, being the point of the beginning.

SUBJECT to all existing easements, rights of way, and restrictions of public record
This being the same property conveyed to the Mortgagors by deed of A. Charles Nickel and Helen Kay Nickel recorded in the RMC Office for Greenville County in Deed Book 1072 at page 254.

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.

Re-recorded to change final due date.

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