, a corporation

## GREENVILLE CO. S. C. HAR 17 3 56 PH '77

MORTGAGE

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

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:

James Henry Walker and Velma M. Walker.

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. 06510

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 the County of Greenville, State of South Carolina, being lot A shown on plat made by Jones Engineering Service, April 6, 1970 entitled "Property of Nancy K. Hoffman" recorded in the RMC Office for Greenville County in Plat Book 4-D Page 145, and having according to said plat, the following courses and distances, to-wit:

Beginning at an iron pin on the northeast side of Ray Street, which iron pin in 160 feet southeast from the southeast corner of Ray Street and Oak Drive; thence N.68-15 E. 172.6 feet to an iron pin; thence S.32-45 E. 54.4 feet to an iron pin; thence with a new line S.64-38 W, 180.2 feet to an iron pin on the northeast side of Ray Street; thence with the northeast side of said Street N.24-25 W. 65.5 feet to the beginning corner.

The grantor(s) covenant(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 privisions 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