

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

SEP 25 3 53 PM '73
ELIZABETH RIDDLE
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:

TO ALL WHOM THESE PRESENTS MAY CONCERN:
TOY C. SMITH

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THOMAS & HILL, INC., a West Virginia Corporation, with principal place of business at 818 Virginia Street, East, Charleston, West Virginia, 25327,

organized and existing under the laws of West Virginia, a corporation 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 Eleven Thousand Fifty and No/100 Dollars (\$11,050.00), 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 THOMAS & HILL, INC.,

in Charleston, West Virginia or at such other place as the holder of the note may designate in writing, in monthly installments of Seventy-Three and 59/100 Dollars (\$ 73.59), commencing on the first day of November, 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 October, 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 lot of land in Greenville County, South Carolina, on the northern side of Pleasant Ridge Avenue, in the City of Greenville, being shown as Lot 31, on plat of Section 1 of Pleasant Valley, made by Dalton & Neves in April, 1946 and recorded in Plat Book P, Page 93, and described as follows: BEGINNING at a stake on the northern side of Pleasant Ridge Avenue, 1055 feet west from Long Hill Street, the corner of Lot 30; and running thence with the line of said lot N 00-08 W 160 feet to a stake; thence S 89-52 W 60 feet to a stake at corner of Lot 32; thence S 00-08 E 160 feet to a stake on Pleasant Ridge Avenue; thence with the north side of Pleasant Ridge Avenue N 89-52 E 60 feet to the beginning corner.

The grantor covenants and agrees 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, 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 noteholder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The said parties of the first part hereby covenant and agree that this is a purchase money deed of trust/mortgage which is executed and delivered as security for the purpose of purchase money paid as consideration for the conveyance of the above described property.

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, farther, that in the event the debt is paid in full prior to maturity and