## MORTGAGE

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This form is used in connection with nortgages in gred under the ones to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS, on or about December 30, 1969, mortgagor herein,
Joseph L. Payne, III, executed a mortgage to National
Homes Acceptance Corporation in the amount of \$16,300.00; and

TO ALL WHOM THESE PRESENTS MAY CONCERN: \*(For balance of Whereas clause, see below)

JOSEPH L. PAYNE, III

of

Greenville County, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

## NATIONAL HOMES ACCEPTANCE CORPORATION

, a corporation

organized and existing under the laws of the State of Indiana , 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 Sixteen Thousand Three Hundred

and No/100 ------ Dollars (\$ 16,300.00 of seven and one-half per centum (7 1/2 and interest being payable at the office of National Homes Access

shall be due and payable on the first day of

per centum ( 7 1/2 %) per annum until paid, said principal

2000.

National Homes Acceptance Corporation

January

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 piece, parcel or lot of land, lying and being in the County of Greenville, State of South Carolina, being known and designated as one-half of Lot 24, on Plat of Whispering Pines Subdivision, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book PPP, Page 65, and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the south side of Woodlawn Drive, joint front corner Lots 23 and 24, and running thence in a southeasterly direction S. 20-39 W. 194.8 feet to an iron pin; thence S. 61-30 E. 50 feet to a point in the center of Lot 24; thence through Lot 24 in a northwesterly direction 200 feet, more or less, to a point on Woodlawn Drive; thence along Woodlawn Drive, N. 69-21 W. 49 feet to an iron pin, the point of beginning.

\* WHEREAS, by error the conveyance by the Secretary of Housing and Urban Development to said Joseph L. Payne, III, did not include the herein described property and as a consequence the above described mortgage did not include the herein described property; and

WHEREAS, the said Joseph L. Payne, III, has now received title to the herein described property by conveyance from the Secretary of Housing and Urban Development; and WHEREAS, the said Joseph L. Payne, III, desires to amend the aforesaid mortgage by adding to it the herein 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, further, that in the event the debt is paid in full prior to maturity and

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