

FILED
GREENVILLE CO. S. C.

1315-1343

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

MORTGAGE

DONNIE S. TAUBERSLEY
R.M.C.

THIS INSTRUMENT IS SUBJECT TO THE
FEDERAL HOUSING ADMINISTRATION
MORTGAGE INVESTMENT GUARANTEE
ACT OF 1938 AS AMENDED BY
THE NATIONAL HOUSING ACT

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: Alfred M. Hughes and Atha Kay Hughes

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

WHEREAS, the Mortgagor is well and truly indebted unto Colonial Mortgage Service Company

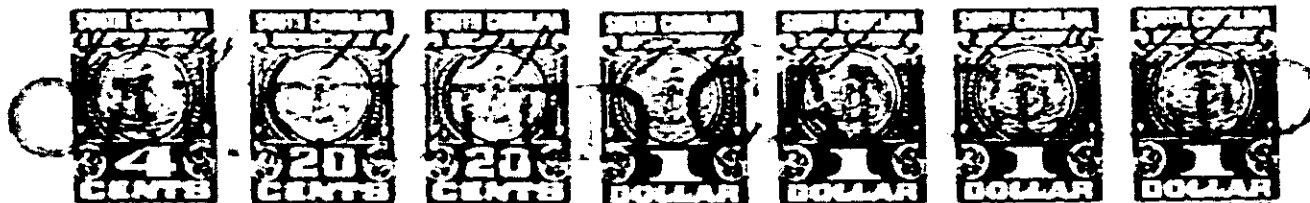
a corporation organized and existing under the laws of Pennsylvania hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Eleven Thousand One Hundred and No/100----- Dollars (\$ 11,100.00) with interest from date at the rate of eight and three-fourths----- per centum (8-3/4 %) per annum until paid, said principal and interest being payable at the office of Colonial Mortgage Service Company, 7320 Old York Road in Philadelphia, Penn.

or at such other place as the holder of the note may designate in writing, in monthly installments of Eighty-Seven and 36/100----- Dollars (\$ 87.36) commencing on the first day of August 1974 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 July 2004.

NOT KNOWN 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 situate, lying and being on the southwestern side of Ross Street near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 431 of a subdivision known as Section 2, Abney Mills, Brandon Plant, plat of which is recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 56 through 59; said lot having such metes and bounds as shown thereon.

"The grantors covenant and agree 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 provisions 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 all of 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 Mortgagee 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 that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to the payments, and provided further that in the event the debt is paid in full prior to maturity and

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