SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1972)

## MORTGAGE

32 12 as 71 '

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE \$55

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN ARTHUR LEONARD AND ERNESTINE LEONARD of GREENVILLE, SOUTH CAROLINA , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto NORTH CAROLINA NATIONAL BANK, P. O. Box 10338, Charlotte, N. C. 28237,

organized and existing under the laws of THE UNITED STATES , 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 FIFTEEN THOUSAND SEVEN HUNDRED AND NO/100THS------Dollars (\$15, 700.00----), with interest from date at the rate of--------BIGHT-------per centum (8\_\_\_\_\_\_\_\_) per annum until paid, said principal and interest being payable at the office of NORTH CAROLINA NATIONAL BANK in CHARLOTTE, NORTH CAROLINA

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, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot 214 on Plat of Paramount Park, plat of which is recorded in the RMC Office for Greenville County, S. C. in Plat Book W, Page 57, and also being known as Property of A. Gordon Cargile, as shown on plat recorded in Plat Book DD, Page 111, and having, according to the latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Mayo Drive, 125 feet North from Crosby Circle, and running thence along Mayo Drive N. 26-55 W. 68.5 feet to an iron pin, joint front corner Lots 214 and 215; thence N. 53-27 E. 152.3 feet to an iron pin in the center of a ten foot utility easement; thence turning and running along the said utility easement the following courses and distances: S. 19-44 E. 52 feet to an iron pin and S. 21-51 W. 65.4 feet to an iron pin; thence S. 64-0 W. 95 feet to an iron pin on Mayo Drive, the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of KENNETH C. TUCKER dated March 21, 1977, and thereafter duly filed in the RMC Office for Greenville County on March  $\frac{1977}{33}$ , 1977, in Deed Book  $\frac{1053}{1053}$  at Page  $\frac{153}{1053}$ .

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.

1328 RV.2