FHA FORM NO. 2175M (Re.: September 1976)

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MORTGAGE MEENVILLE CO. S

This form is used in connection with mortgages insured under the notation of the formal Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Ernest Hamilton and Andreia Weir Hamilton
Greenville, South Carolina hereinafter

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

WHEREAS, the Mortgagor is well and truly indebted unto Aiken-Speir, Inc.

 a corporation organized and existing under the laws of South Carolina . 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 Twenty-Four Thousand Seven Hundred and No/100 - - - - - - Dollars (\$ 24,700.00), with interest from date at the rate of Eight and One-Half per centum (8 💃 *) per annum until paid, said principal and interest being payable at the office of Aiken-Speir, Inc. P. O. Box 391 in Florence, South Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Eighty-Nine and 94/100 - - - - - - Dollars (\$ 189.94 commencing on the first day of October . 19 $\overline{\textbf{77}}$, 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 September , 2007

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 certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the aforesaid State and County, shown as Lot 10 on plat of Staunton Heights, recorded in Plat Book "RR" at page 167 in the R.M.C. Office for Greenville County, and having, according to plat entitled "Property of Ernest Hamilton and Lois Andreia W. Hamilton" prepared by Dalton & Neves Co., Engineers, dated August 1977, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Patti Drive, which iron pin is located 844.6 feet from Staunton Bridge Road, and is the joint front corner of Lots 10 and 9, and running thence S. 13-00 W. 198.1 feet to an iron pin, joint rear corner of Lots 10 and 9; thence N. 81-46 W. 80.24 feet to an iron pin, joint rear corner of Lots 10 and 11; thence running N. 13-00 E. 204.5 feet to an iron pin, joint front corner of Lots 10 and 11; thence with Patti Drive, S. 77-00 E. 80 feet to an iron pin, the point of beginning.

Subject to rights-of-way, easements and restrictions of record.

Being the identical property conveyed to the Mortgagors herein by deed of even date, recorded in the R.M.C. Office for Greenville County in Deed Book 1063 at Page 126.

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, houseer, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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