Mortgagee's Mailing Address: P. O. Box 1268 Greenville, S. C.

DONNIE 3 TANKERSLEY

R.M.C.

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

+DOG HAND

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: William H. Smith and Susan L. Smith

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

29602

organized and existing under the laws of the United States of America , a corporation , hereinalter 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 Thirty Five Thousand One Hundred Fifty and No/100----- Dollars (\$ 35,150.00 ),

%) with interest from date at the rate of eight per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings and Loan Greenville, South Carolina Association or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Fifty Seven and 92/100----- Dollars (\$ 257.92

commencing on the first day of January cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable December 2009 on the first day of

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 all improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the southerly side of Tindal Avenue, and being known and designated as a portion of Lot No. 27, according to a plat of Cagle Park, Block B, a plat of which is recorded in the RMC Office for Greenville County in Plat Book C at Page 238 and having such metes and bounds as appears thereon.

This being the same property conveyed to the mortgagors by deed of David E. Lee and Donna S. Lee of even date and to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident To appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and dighting 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 hereinahove 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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on Sthe principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice Pof an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

HUD 92175M (1-79)

Greenville, South Carolina

WHEREAS, the Mortgagor is well and truly indebted unto Fidelity Federal Savings and Loan Association

per centum (

. 19 80, and on the first day of each month thereafter until the prin-

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Replaces Form FHA-2175M, which is Obsolete