900 1592 FASE 41

Loan No. 78039901

GREENS FOR S. C.

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

JAN 17 11 09 AH '83

55: DONNIE S. FANKERSLEY
R M.C

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES L. SMITH and HILDEGARDE C. SMITH

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA NATIONAL MORTGAGE INVESTMENT CO., INC.

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 irr 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

Greenyille

State of South Carolina:

ALL those pieces, parcels or lots of land, with all buildings and improvements thereon, situate, lying and being on the southern side of Fernwood Lane, in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lots Nos. 15, 16 and 17, on a plat of CLEVELAND FOREST, made by Dalton & Neves, Engineers, dated May, 1940, recorded in the RMC Office for Greenville County, S. C., in Plat Book M, pages 56 and 57, and in Plat Book K, pages 45, 46 and 47, reference to which is hereby craved for the metes and bounds thereof.

The above property is a part of the same conveyed to the Mortgagors by deed of Alice G. Weber of even date to be recorded simultaneously herewith.

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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 Mortgagoe 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 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.

HUD-92175M (1-79)

Replaces Form FHA-2175M, which is Obsolete