

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

MORTGAGE
GREENVILLE CO. S. C.

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

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

JUN 5 11 23 AM '77
DONNIE S. TANKERSLEY
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: KENNETH LOUIS SMITH and DARLENE LAMPRECHT

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

WHEREAS, the Mortgagor is well and truly indebted unto NORTH CAROLINA NATIONAL BANK

a corporation

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 -----TWENTY-THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100----- Dollars (\$23,450.00) with interest from date at the rate of -----eight----- per centum (----- 8 %) per annum until paid, said principal and interest being payable at the office of NCNB Mortgage Corporation in Charlotte, North Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of -----ONE HUNDRED SEVENTY-TWO AND 12/100----- Dollars (\$172.12), commencing on the first day of March, 1977, 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 February, 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, Town of Simpsonville, State of South Carolina: being known and designated as Lot No. 574, Section VI of WESTWOOD Subdivision, as shown on plat thereof, recorded in the RMC Office for Greenville County in Plat Book 4X at page 100, and having according to a recent survey of property of Ken Smith and Darlene Lamprecht, prepared by J. L. Montgomery, III., R.L.S., dated December 31, 1976, the following metes and bounds, to wit:

BEGINNING at an old iron pin, which iron pin is located on the Southeasterly edge of Yellowwood Drive, at the joint front corner of Lots Nos. 574 and 576, and running thence with the joint line of said lots S. 43-18 E., 133.1 feet to an old iron pin; thence S. 49-34 W., 115.5 feet to an old iron pin at the joint rear corner of Lots Nos. 573 and 574; thence with the joint line of said lots N. 40-47 W., 123.98 feet to an iron pin on the Southeasterly edge of Yellowwood Drive; thence with the Southeasterly edge of said Drive N. 44-38 E., 106.75 feet to an iron pin; thence continuing with the Southeasterly edge of said Drive, N. 54-22 E., 3.25 feet to the beginning corner.

Being the same property conveyed to the mortgagors by deed of even date herewith by Charles A. Kestner and Barbara M. Kestner, and the same property conveyed to Charles A. Kestner and Barbara M. Kestner by deed of Builders & Developers, Inc., dated June 17, 1975 and recorded June 19, 1975 in the RMC Office for Greenville County, South Carolina in Deed Volume 1020 at page 42.

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.

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