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

MORTGAGE

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

28 ENVILLE CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERNS ROBERT E. SHAW AND NANCY R. SHAW

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GREENVILLE COUNTY, SOUTH CAROLINA ----, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto NCNB MORTGAGE SOUTH, 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 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, situate, lying and being on the western side of East Belvedere Road in the County of Greenville, State of South Carolina, being known and designated as Lot 38 on a plat of South Forest Estates made by Pickell and Pickell, Engineers, August 29, 1955, recorded in the RMC Office for Greenville County in Plat Book GG, Page 181 and a more recent plat prepared by Century Land Surveying Company dated November 9, 1978 for Robert E. Shaw and Nancy R. Shaw, recorded in the RMC Office for Greenville County in Plat Book A Robert E. Page S , and having according to the more recent plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on East Belvedere Road at the joint front corner of Lots 38 and 39 and running thence S. 57-25 W., 132.9 feet to an iron pin, joint rear corner of said Lots; thence along the rear of Lots 38 N. 27-15 W., 121.5 feet to an iron pin; thence N. 5-19 W., 30.0 feet to an iron pin, joint rear corner of Lots 38 and 37; thence N. 84-41 E., 126.5 feet to an iron pin, joint front corner of said Lots on East Belvedere Road; thence with said Road S. 23-48 E., 30.0 feet to an iron pin; thence S. 32-35 E., 60.0 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Michael G. Burton to be recorded of even date herewith.

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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