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

STATE OF SOUTH CAROLINA, COUNTY OF

JUL 81976 => DOWNIES, TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCER

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

David A. and Arah L. Smith Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

C. W. Haynes and Company, Incorporated , a corporation The State of South Carolina organized and existing under the laws of . 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 Thirteen Thousand Nine Hundred and no/100----- Dollars (\$ 13,900.00 ), with interest from date at the rate %) per annum until paid, said principal per centum ( 83 eight and one-half of C. W. Haynes and Company, Incorporated and interest being payable at the office of

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Six and 89/100------Dollars (\$ 106.89 , 19 76, and on the first day of each month thereafter until commencing on the first day of August

Columbia, South Carolina

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 July 2006.

NOV, 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 lot of land lying in the State of South Carolina, County of Greenville, on the northern side of a county road near the intersection of the said county road and Highway 253 (State Park Road) being shown on a survey entitled "Property of William V. Smith" prepared by Campbell and Clarkson on January 10, 1969, recorded in the RMC Office for Greenville County in Plat Book 4-A at Page 57, and having such courses and distances as will appear by reference to said plat.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements, and rights of way, if any, affecting the above described property.

Being the same property conveyed to David A. and Arah L. Smith by Deed by Carla A. Hills of Secretary of Housing and Urban Development dated May 21, 1976 to be recorded simultaneously by this mortgage.

This is a purchase money mortgage given for the purpose of securing the unpaid portion of the purchase price of the above described property.

Mortgagee's Address:

Route 5, State Park Road Greenville, South Carolina

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.