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SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1976)



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 ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: Danny R. Carnes and Katherine E. Carnes

of

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto NCNB Mortgage South, Inc.

, a corporation

organized and existing under the laws of South Carolina , 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 Eighteen Thousand and no/100ths

Dollars (\$18,000.00

), with interest from date at the rate %) per annum until paid, said principal

of nine per centum ( 9 %) per ar 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 Forty-four and 90/100ths Dollars (\$ 144.90 ), commencing on the first day of August , 19 78, 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 July, 2008 ,

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 in the State of South Carolina, County of Greenville, on Rogers Avenue, being shown and designated as Lots 16 and 17 on a plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book G at Page 238, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Rogers Avenue, which iron pin is 100 feet west from the southwestern corner of Rogers Avenue and Assembly Dr., (formerly Beacon St.) and 6 feet west from the joint front corner of Lots 15 and 16; thence S. 5-50 E., 150.5 feet to an iron pin in line of Lot 13, thence with line of Lots 13 and 12, S. 83-55 W., 80 feet to an iron pin; thence N. 5-50 W., 150.5 feet to an iron pin on the southern side of Rogers Avenue; thence with the south side of Rogers Avenue N. 83-55 E., 80 feet to the beginning corner.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Charles W. Whitmire, Jr., and Karen P. Whitmire as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1081, Page 493, on June 19, 1978.

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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