MORTGAGE

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

STATE OF SOUTH CAROLISTA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BURKE A. LEE

Greenville County, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto ROBERT R. BABB, of Greenville County, South Carolina

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HARD STATE OF THE STATE OF THE

, hereinafter Axxivity contains a sixty constraint of the contained of 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 TWELVE THOUSAND SIX HUNDRED THIRTY-EIGHT AND 05/100-----Dollars (\$ 12,638.05

per centum (____ 8 ____ with interest from date at the rate of EIGHT sper annum until paid, said principal and interest being payable at the office of ROBERT R. BABB in GREENVILLE, SOUTH CAROLINA or at such other place as the holder of the note may designate in writing, in monthly installments of Dollars (S

, 19 80, and on the first day of each month thereafter until the princommencing on the first day of July cipal 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 June, 1988

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 piece, parcel or lot of land in the City of Greenville, State of South Carolina being property of Hicks & Jackson, as shown by plat in Book "E" Page 258, made by R.E. Dalton, C.E. and recorded in R.M.C. Office of Greenville County, Greenville, SC, and shown as Lot Eleven (11) on said plat. With the following metes and bounds, to-wit:

BEGINNING at an iron pin on west side of Lot No. 11 and running along line of Lots 10 and Lots 11 N. 43-19 E. 49.2 feet to Cherry Avenue; thence along said Cherry Avenue S.46-41 E. 90.8 feet to an iron pin; thence S. 32-06 W. 46.5 feet to an iron pin; and thence N.48-36W. 100.0 feet to the point of beginning.

Subject to the following restrictions:

- 1. The said property shall not be used for any unlawful business nor for anything which would constitute a nuisance.
- 2. No building costing less then \$2,000.00 shall be erected, upon said property other than out buildings appurtenant to a dwelling.

Being the same property conveyed to the mortgagor herein by deed of Robert R. Babb 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:

Replaces Form FHA-2175M, which is Obsolete

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)