SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1972) OREENVILLE CO.S. Com 10123 CONNIE S. TANKERSLEY 6.M.C.

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ANN HAYES AND HARRY HAYES

hereinafter called the Mortgagor, send(s) greetings:

Greenville, South Carolina

WHEREAS, the Mortgagor is well and truly indebted unto COLLATERAL INVESTMENT COMPANY

, a corporation organized and existing under the laws of the State of Alabama , hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are in-Twenty Five Thousand, Four Hundred corporated herein by reference, in the principal sum of and No/100 ----- Dollars (\$ 25, 400.00 ), with interest from date at the rate of eight and one-half per centum ( 8.50 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth in Birmingham, Alabama 35203 Avenue, North or at such other place as the holder of the note may designate in writing, in monthly installments of Dollars (\$ 195.33 One Hundred Ninety Five and 33/100 -----, 19 77, and on the first day of each month thereafter until commencing on the first day of December

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

the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid,

estate situated in the County of GREENVILLE

State of South Carolina:

ALL that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the northern side of Buist Avenue, City and County of Greenville, South Carolina, being shown and designated as the western 60-feet of Lot No. 17 of Oakland Heights, Block B, on a plat thereof made by W. D. Neeves, Surveyor, dated June 15, 1911, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book F at page 204, and having, according to a more recent plat of Harry Hayes and Ann Hayes made by Jones Engineering Service dated October 19, 1977, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Buist Avenue at the joint front corners of Lots Nos. 16 and 17; and running thence with the common line of said lots, N. 9-45 W., 170.5 feet to a point on an alley; thence S. 80-15 E., 60 feet with the southern side of said alley to a point in the line of Lot No. 17; thence a line through Lot No. 17, S. 9-45 E., 170.5 feet to a point on Buist Avenue; thence along the northerly side of Buist Avenue, N. 80-15 W., 60 feet to the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed of Doris S. Rochester(formerly known as Doris S. Black), dated October 25, 1977, to be recorded 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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