R.H.C.

300x 1426 MX 222

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

DONNIE S. TANKERSLEY STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Thomas A. Duncan and Katherine H. Duncan

Greenville County, S. C.

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

WHEREAS, the Mortgagor is well and truly indebted unto

Collateral Investment Company

, a corporation Alabama 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 Fifteen Thousand Five Hundred Fifty and 00/100 ------ Dollars (\$15,550.00----), with interest from date at the rate per centum ( 8 3/4 of eight & three-fourths %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company in Birmingham, Alabama

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Twenty-seven and 98/100 ----- Dollars (\$127.98--- ), , 1978, and on the first day of each month thereafter until commencing on the first day of May 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 April, 2003

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 those pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 20 and a portion of Lot No. 21 on plat of the Property of V.E. Cox, dated 1950, and recorded in the RMC Office for Greenville County, S. C. in Plat Book FF, at Page 78, and having, according to a more recent plat entitled Property of Thomas A. Duncan and Katherine H. Duncan, dated March 15, 1978, prepared by R. B. Bruce, R.S., the following courses and distances:

BEGINNING at an iron pin on the eastern side of Vernon Street at the joint front corner of Lots Nos. 19 and 20 and running thence with the line of Lot No. 19 N. 55-30 E. 179.2 feet to an iron pin in the line of property now or formerly of Heine; thence with the line of property now or formerly of Heine S. 34-30 E. 60 feet to an iron pin; thence a new line through Lot No. 21 S. 55-30 W. 179.2 feet to an iron pin on the eastern side of Vernon Street; thence with the eastern side of Vernon Street N. 34-30 W. 60 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Michael L. Bennefield, dated March 15, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1075, at Page 494 on March \_\_\_\_\_\_\_\_\_, 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 the refrom, 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.