MORTGAGE

800x 1453 MGE 279

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 85

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONALD C. FOWLER AND NANCY F. FOWLER

Greenville, South Carolina

of the Mortgagor, send(s) greetings:

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 incorporated herein by reference, in the principal sum of Twenty-three Thousand One Hundred Fifty and no/100----- Dollars (\$ 23,150.00), with interest from date at the rate per centum (9-1/2📆) per annum until paid, said principal nine and one-half and interest being payable at the office of Collateral Investment Company, 2100 First Avenue, North in Birmingham, Alabama 35203 or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Ninety-four and 69/100----- Dollars (\$ 194.69 commencing on the first day of February 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 January, 2009.

NOT, KNOT 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 with all buildings and improvements thereon, situate, lying and being on the southern side of Clearview Avenue in Gantt Township, Greenville County, South Carolina, being known and designated as Lot No. 81 on a plat entitled AUGUSTA ACRES PROPERTY OF MARSMEN, INC., made by Dalton & Neves, dated 1946, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book S at Page 201, reference to which plat is hereby craved for the metes and bounds thereof.

The above property is the same property conveyed to Donald C.Fowler and Nancy F. Fowler by deed of Charles C. Anderson, Cliff Metcalf and Carolyn V. Curtis of even date to be recorded herewith.

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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 Mortgagoe 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 Ω (30) days prior to prepayment.

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