SOUTH CAROLINA FHA FORM NO 2175M Res September 1972

MORTGAGE

STATE OF SOUTH CAROLINA, (COUNTY OF GREENVILLE)

and 1935 and 114

The second second

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HERMAN R. POWELL AND EVA L. POWELL GREENVILLE, SOUTH CAROLINA

hereinafter cuited the Mortgagor, send(s) greetings

WHEREAS, the Mortgager is well and truly indebted unto

COLLATERAL INVESTMENT COMPANY

organized and existing under the laws of the STATE OF ALABAMA is 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 the two thousand five Hundred AND NO/100THS ------ Dollars (\$ 12,500.00), with interest from date at the rate

of EIGHT & ONE-HALF and interest being payable at the office of

per centum (8-1/2 %) per annum until paid, said principal COLLATERAL INVESTMENT COMPANY

and interest being payable at the office of COLLATERAL INVESTMENT COMPANY in GREENVILLE, SOUTH CAROLINA

or at such other place as the holder of the note may designate in writing, in monthly installments of

NOW, KNOW ALL MEN. That the Mortgager, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgager, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgager in hand well and truly paid by the Mortgager at and before the scaling 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 Mortgager, 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 the improvements thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, and being more particularly described as Lot No. 5, Section 1, as shown on plat entitled "Subdivision of Village Houses, F. W. Poe Mfg. Company, Greenville, South Carolina" made by Dalton & Neves, July, 1950, revised May 11, 1959, and recorded in the R. M. C. Office for Greenville County in Plat Book QQ, at pages 72-75 inclusive. According to said plat, this lot is also known as No. 1522 Buncombe Road and fronts thereon 75 feet.



5, 5.00

Fogether with all and singular the rights, members, nereditaments, 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 an incident with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said precises unto the Mortgagee, its successors and assigns torever.

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 tree and clear of all liens and encumbrances whatscever. 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 Vortgagor 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 felt in wholever is an amount equal to be a more monthly proments in the principal that are next due on the note, on the first day of any month prior re-mainrity, or even d. I worker, that written notice of an intention to everelise such privilege is given at least thirty else. Each prior to prepayment.

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