SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1972)

MORTGAGE

GREENVILLE CO. S. 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

Tels 201917

DUNNIE S. TANKERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN: KIRBY SUMMERS AND DOROTHY W. SUMMERS

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

Collateral Investment Company

, a corporation , hereinafter Alabama organized and existing under the laws 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 Eighteen Thousand Five Hundred and No/100---Dollars (\$ 18,500.00), with interest from date at the rate %) per annum until paid, said principal per centum (8.5 eight and one-half Collateral Investment Company and interest being payable at the office of Birmingham, Alabama iπ or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Forty-Two and 27/100----- Dollars (\$ 142.27 , 19 76 , and on the first day of each month thereafter until commencing on the first day of October the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, 2006. September shall be due and payable on the first day of

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 certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being on the northern side of Pleasant Ridge Avenue in Greenville County, South Carolina, being shown and designated as Lot No. 35 on plat of Pleasant Valley recorded in the Greenville County R.M.C. Office in Plat Book "P" at pages 92 and 93; and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Pleasant Ridge Avenue at the joint front corner of Lots 35 and 36, said iron pin being situate 452.5 feet east of Prince Avenue, and running thence along the line of Lot 36 $\bar{\text{N}}$. 0-08 W. 160 feet to an iron pin; thence N. 89-52 E. 60 feet to an iron pin at the corner of Lot 34; thence with the line of Lot 34 S. 0-08 E. 160 feet to an iron pin on the northern side of Pleasant Ridge Avenue; thence with the northern side of Pleasant Ridge Avenue S. 89-52 W. 60 feet to the point of beginning.

Deed of Heyward Rosemond and Brenda T. Rosemond, dated September 16, 1976, recorded in Deed Book 1042, at page 947.

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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