

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

FILED
GREENVILLE CO. S.C.
MORTGAGE

SEP 28 12 46 PM '76

BOOK 1378 PAGE 864

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

BONNIE S. TANKERSLEY
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Joe F. Hall and Betty Jane Hall

Travelers Rest, S. C.

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

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company, 2233 Fourth Avenue, North, Birmingham, Alabama, 35203

organized and existing under the laws of Alabama
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 **Thirty-two Thousand Three Hundred Fifty and No/100**----- Dollars (\$ 32,350.00), with interest from date at the rate of **Eight and One-half** per centum (8-1/2 %) 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 **Two Hundred Forty-eight and 77/100**-----Dollars (\$ 248.77), commencing on the first day of **November**, 19 76, and on the first day of each month thereafter until 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 **October, 2006**

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 of those certain pieces, parcels of lots of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lots 2 and 3 of the property of Robert E. and Catherine T. Farrar according to a plat prepared of said property by J. C. Hill, Surveyor, July 20, 1958, and which said plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book TT, at Page 179-B, and according to a more recent plat prepared of said property by W.R. Williams, Jr., Engineer Surveyor, on January 22, 1976, and which said plat is in Plat Book 5T, at Page 16, and having the following courses and distances, to-wit:

BEGINNING at an old iron pin on the edge of Palifox Circle, joint front corner of property now or formerly owned by Franklin W. Nicely, and running with the common line of said lots, N. 65-19 E. 337.8 feet to an old iron pin; thence, S. 24-15 E. 181.2 feet to an old iron pin; thence, S. 62-46 W. 354.9 feet to an old iron pin on the edge of Palifox Circle; thence running with said road, N. 22-07 W. 98.6 feet to an old iron pin on the edge of said road; thence continuing with said road, N. 16-45 W. 99.2 feet to an old iron pin on the edge of Palifox Circle, the point of Beginning.

The within property is the same property conveyed to the mortgagors herein by that certain deed of Ira Garren, dated January 8, 1975 and recorded in the R.M.C. Office for Greenville County, South Carolina, on January 22, 1975 in Deed Book 1013, at Page 533. See also deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1036, at Page 420. 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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