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

MORTGAGE FILLE 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

DONNER SUBMERSHER

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ROBERT J. McCARTHY and L. JANE CARR of Greenville, SC , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

COLLATERAL INVESTMENT COMPANY

.a corporation , hereinafter organized and existing under the laws of the United States 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-SEVEN THOUSAND FIVE HUNDRED FIFTY AND NO/100------Dollars (\$ 27.550.00----), with interest from date at the rate %) per annum until paid, said principal per centum (8 1/2 of eight and one half and interest being payable at the office of Collateral Investment Company, 2233 Fourth in Birmingham, Alabama 35203 Avenue North or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED ELEVEN AND 86/100------ Dollars (\$211.86----), , 1976, and on the first day of each month thereafter until commencing on the first day of November 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: in the Town of Simpsonville being known and designated as Lot No. 466 on plat of Westwood Section 5 as shown by plat thereof recorded in the RMC Office for Greenville County in Plat Book 4X at page 63 and having, according to a recent survey for Robert James McCarthy and Jane Carr dated October 1, 1976, prepared by J. L. Montgomery, III, RLS, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southeasterly edge of Tamwood Circle which old iron pin is located at the joint front corner of Lots Nos. 466 and 467 and running thence with the line of Lots Nos. 467 and 468 S 25-58 E 177.8 to an old iron pin located at the joint corner of Lots Nos. 468, 469 and 466, thence with the line of Lot No. 469 N 72-46 E 30 to an old iron pin, thence N 3-22 W 180.0 to an old iron pin on the southeasterly edge of Tamwood Circle, thence with the southeasterly edge of Tamwood Circle S 73-17 W 100.0 to the beginning corner.

Being the same property conveyed to the mortgagors herein by deed of William M. Simms of even date herewith. Employ Employ Employ





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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