

2233 Fourth Ave N.
Birmingham, Ala 35202

GREENVILLE CO. S. C.

OCT 19 10 15 AM '76

BOOK 1380 PAGE 708

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

MORTGAGE

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 }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WALTER GARY MURPHY AND CELIA B. MURPHY----- of
Greenville, South Carolina----- hereinafter called 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 **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-one Thousand Four Hundred Fifty and no/100** ----- Dollars (\$ **21,450.00**-----), 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**-----

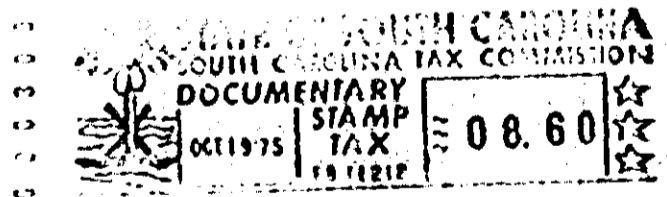
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----- in **Birmingham, Alabama**----- or at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred Sixty-four and 95/100**----- Dollars (\$ **164.95**-----), commencing on the first day of **November**, 1976, 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 that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, lying on the northwestern corner of the intersection of West Paris Road and a 30 foot street being shown and designated as Lot 1 on Plat of Aberdeen Highlands prepared by Dalton & Neves, in November, 1941, revised June, 1942, and recorded in Plat Book M at Page 37 and having, according to said plat and also according to a more recent plat prepared by Webb Surveying & Mapping Co. dated October 6, 1976 entitled "Property of Walter Gary Murphy and Celia B. Murphy" the following metes and bounds:

BEGINNING at an iron pin the northwestern corner of the intersection of West Paris Road and a 30 foot unnamed street and running thence with the western side of said unnamed street N. 22-15 W., 177.2 feet to a nail and cap in the southern side of a 20 foot alley S. 62-29 W., 66.7 feet to an iron pin at the joint rear corner of Lots Nos. 1 and 4; thence with the line of Lot No. 4 S. 21-06 E., 167.7 feet to an iron pin on the northern side of West Paris Road thence with the western side of West Paris Road N. 70-31 E., 70 feet to the point of beginning.



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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