λy –

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

1 78 23 4 06 PK 'To

TO ALL WHOM THESE PRESENTS MAN CONCERNED. DONNA KAY BROWN

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 the State 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 Sixteen Thousand Nine Hundred Fifty and No/100--------- Dollars (\$ 16,950.00), with interest from date at the rate %) per annum until paid, said principal per centum (eight 8 and interest being payable at the office of Collateral Investment Company in 2233 Fourth Avenue, North Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Dollars (\$ 124.41 Twenty Four and 41/100-----, 1977, and on the first day of each month thereafter until commencing on the first day of June 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 May, 2007. 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 Mortgager 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: being known and designated as Lot 4 on plat of L. A. Moseley made by Dalton & Neves, Engineers, June, 1940, recorded in the R.M.C. Office for Greenville County in Plat Book J, Page 239, and having, according to a more recent survey entitled Property of Donna Kay Brown, made by James R. Freeland, R.L.S. & P.E., recorded in the R.M.C. Office for Greenville County in Plat Book / /2, Page /// , such metes and bounds as shown thereon. Said lot runs back to a depth of 143.75 feet on the northern side of the property and runs back to a depth of 144.23 feet on the southern side of the property. Said property is 59.65 feet across the rear and fronts 60.0 feet on Perry Road.

This is the same property conveyed to the mortgagor by deed of MARY WAYNE SLICE recorded in the R.M.C. Office for Greenville County on April 25, 1977, in Deed Book $\cancel{655}$, Page $\cancel{85}$.

S

Э

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.

A328 RN.2