

SOUTH CAROLINA
FHA FORM NO. 2175M
(Rev. September 1976)

GREENVILLE CO. S.C. 21 9 22
MORTGAGE

144 721
This form is used in connection with mortgages insured under the new four-family provisions of the National Housing Act.

22 3 17 1978
STATE OF SOUTH CAROLINA,
COUNTY OF Greenville } SS:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Carl M. Osteen & Wilma B. Osteen

Greenville

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

WHEREAS, the Mortgagor is well and truly indebted unto
Collateral Investment Company

a corporation 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 Five Thousand One Hundred Fifty and No/100 Dollars (\$ 25,150.00), with interest from date at the rate of nine and one-half per centum (9 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 Eleven and 51/100 Dollars (\$ 211.51), commencing on the first day of October, 19 78, 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 September, 2008

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 situate, lying and being on the northwest corner of Buncombe Road and Brockman Avenue, and being known and designated as a portion of Lot 10, Block A, as shown on a plat of San Souci Villa the property of Suburban Land Company, prepared by W. A. Adams, Surveyor, dated February 16, 1947, and recorded in the RMC Office for Greenville County, South Carolina, ; in Plat Book A, at Page 510 and also as shown on a plat entitled "Property of Carl M. Osteen and Wilma B. Osteen", prepared by Clarkson Surveying, dated August 15, 1978, recorded in Plat Book 6P, at Page 93, and having, according to the latter plat, the following metes and bounds, to-wit:

BEGINNING at a point at the northwestern corner of the intersection of Buncombe Road and Brockman Avenue and running thence with the western side of Brockman Avenue N 10-30 E 86.2 feet to the corner of Lot 11; thence turning and running along the line of Lot 11, N 56-58 W 156.0 feet to an old iron pin; thence turning and running S 10-46 W. 86 feet to an old iron pin on the northern side of Buncombe Road, thence with the northern side of Buncombe Road S 56-57 E 156.4 feet to the point of beginning.

This is the same Property conveyed to the mortgagor by Katherine Farrell Campbell by deed dated 8-18-78 and recorded 8-21-78 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1085, at Page 721.

"The mortgagor covenants and agrees so long as this mortgage and the said note secured hereby are insured under the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgage ** 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. **property on the basis of race, color, or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare this unpaid balance of the mortgage immediately due and payable."

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