R.M.C.

FHA FORM NO. 2175M Rev. Sep'TONNIE'S. TANKERSLEY

## **MORTGAGE**

This form is used in connection with mortgages insured under the mee to tour-family provisions of

STATE OF SOUTH CAROLINA. COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WILLIAM E. FENSKE AND ELAINE S. FENSKE

Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted anto

COLLATERAL INVESTMENT COMPANY

, a corporation , hereinafter organized and existing under the laws of the State 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 Eighteen Thousand and no/100-----), with interest from date at the rate

%) per annum until paid, said principal Eight and one-half per centum ( 8 1/2 and interest being payable at the office of Collateral Investment Company

Dollars (\$18,000.00

in Birmingham, Alabama .

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Thirty-eight and 42/100----- Dollars (\$ 138.42 , 1974 , and on the first day of each month thereafter until commencing on the first day of January 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 December, 2003.

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 City of Greenville on the northern side of Cureton Street and being known and designated as a portion of Lots Nos. 2 and 3, Block "G" of Kanatenah as shown on plat of property of W. W. Carter Associates recorded in the RMC Office for Greenville County in Plat Book "H" at page 288, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Cureton Street in the front line of Lot No. 3, which point is 10 feet in a northeasterly direction from the joint front corner of Lots Nos. 2 and 3 and running thence along the northern side of said Street S. 63-35 W. 65 feet to an iron pin; thence N. 26-30 W. 160 feet to an iron pin; thence N. 63-35 E. 65 feet to an iron pin; thence S. 26-30 E. 160 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

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.