SOUTH CAROLINA FHA FORM NO. 2175V Rev. September 1972

FILED MORTGAGE

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLIN Jap 12 12 52 FH 77 GREENVILLE

R.H.C. TO ALL WHOM THESE PRESENTS MAY CONCERN

WE, TERRY DOWNS and

BOBBIE JEAN P. DOWNS

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

Greenville, South Carolina

WHEREAS, the Mortgager is well and truly indebted unto

COLLATERAL INVESTMENT COMPANY

Alabama organized and existing under the laws of

, a corporation , hereinafter

called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are in corporated herein by reference, in the principal sum of FOURTEEN THOUSAND, FIVE HUNDRED FIFTY 14,550.00), with interest from date at the rate AND NO/100 ----- Dollars (\$

of eight & one-half Avenue, North

per centum (8-1/2 (%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth

🖽 Birmingham, Alabama

or at such other place as the holder of the note may designate in writing, in monthly installments of commercing on the first day of October . 19 75, 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, September 2005. shall be due and payable on the first day of

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aferesaid 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, together with all buildings and improvements, situate, lying and being on the southern side of DeOyley Avenue, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 30 on a plat of AUGUSTA ROAD RANCHES, made by Dalton & Neves, Engineers, dated April 1941, recorded in the RMC Office for Greenville County, South Carolina in Plat Book M, page 47, said lot being 60 feet wide and 200 feet deep, and reference to which plat is hereby craved for the metes and bounds thereof.



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.