SOUTH CAROLINA FHA FORW NO. 2175W (Rev. September 1976)

V

## **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:

Julian M. George, Jr., and Gail M. George of Greenville County, South Carolina . hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company 2100 First Avenue, North, Birmingham, Alabama, 35203

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 Thirty-one Thousand Eight Hundred--
Dollars (S 31,800.00----), with interest from date at the rate

of nine and one-half------ per centum (9 1/2 3) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company in Birmingham, Alabama

NOT, 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, with all improvements thereon, situate, lying and being in Greenville County, South Carolina, on the southern side of Fairlawn Circle and being known and designated as lot 14 of Fenwick Heights, Section 2, as shown on a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book QQ at page 45, and having the following metes and bounds according to a more recent plat thereof entitled "Property of Julian M. George, Jr., & Gail M. George" prepared by Jones Engineering Service, dated November 30, 1978:

BEGINNING at an iron pin on the southern side of Fairlawn Circle at the joint front corner of lots 14 and 15, and running thence with the line of lot 15, S. 7-20 W., 199.9 feet to an iron pin at the joint rear corner of lots 14 and 15; thence, S. 65-54 W., 109.7 feet to an iron pin; thence, N. 35-46 W., 105.3 feet to an iron pin at the joint rear corner of lots 14 and 13; thence with the line of lot 13, N. 32-00 E., 227.1 feet to an iron pin at the joint front corner of lots 14 and 13 on the southern side of Fairlawn Circle; thence with the southern side of Fairlawn Circle; thence with the southern side of Fairlawn Circle, N. 62-30 W., 75 feet to the point of beginning.

For derivation of title, see deed from Clinton M. Tucker and Sharon G. Tucker dated December 6, 1978 and recorded herewith.

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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