Post Office Box C-180 Birmingham, Alabama 35283

## MORTGAGE

the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

SLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Carolyn S. Ashmore and Billy Williams

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Greenville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto

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 Forty:One Thousand Nine Hundred Fifty and No/100 reference, in the principal sum of Dollars (\$ 41,950.00 ),

per centum ( eleven and one-half %) with interest from date at the rate of Collateral Investment Company per annum until paid, said principal and interest being payable at the office of Birmingham, Alabama

or at such other place as the holder of the note may designate in writing, in monthly installments of Four Hundred Dollars (\$ 415.72 Fifteen and 72/100-

, 19 80 , and on the first day of each month thereafter until the princommencing on the first day of August cipal 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 July, 2010.

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 located, lying and situate in the County of Greenville, State of South Carolina, together with improvements thereon, and containing 1.82 acres, more or less, as shown on a plat entitled "Property of S. John Cantrell", prepared by W.R. Williams, Jr., dated December 4, 1975, recorded in the R.M.C. Office for Greenville County in Plat Book 5-0 at Page 37, and, also shown on a plat prepared by Charles F. Webb, entitled "Property of Carolyn S. Ashmore and Billy Williams", dated June, 1980, and having, according to said latter plat, the following metes and bounds, to:wit:

BEGINNING at a point on the Southern side of Ayersdale Drive, which point is 364.6 feet, more or less, East from the intersection of St. Marks Road and Ayersdale Drive, and running thence N. 51-37 E. 196.5 feet to an iron pin; thence turning and running S. 26-44 E. 361.5 feet to an iron pin; thence turning and running S. 62-39 W. 274.9 feet to an iron pin; thence turning and running N. 12-29 W. 335.1 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by Jack R. Gardner by Deed recorded simultaneously 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 64 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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein 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  $\mathcal{B}_{\mathbf{f}}$  an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Replaces Form FHA-2175M, which is Obsolete

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HUD-92175M (1-79)