27408 DRM JPT
BRIAN L. HOPKINS
574.14-1-121

1509 985

MORTGAGE

Mortgagee's Address:
PO Box 180, B'ham AL 35283

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

FHA 461-174673-203b

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: BRIAN L. HOPKINS

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

WHEREAS, the Mortgagor is well and truly indebted unto COLLATERAL INVESTMENT COMPANY

, a corporation 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 TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100---------- Dollars ($ 29,500.00), with interest from date at the rate of ELEVEN AND ONE-HALF per centum (11.5 %) 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 NINETY-TWO AND 35/100---------- Dollars ($ 292.35), commencing on the first day of September, 1980, 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 August, 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 lot of land situate on the northerly side of Yellow Wood Drive being shown as Lot No. 772 on a plat of Westwood Subdivision, Sect. VI dated May 3, 1976, prepared by Piedmont Engineers, Architects and Planners, recorded in Plat Book 5-P at page 35 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Yellow Wood Drive at the joint front corner of Lot 772 and Lot 773 and running thence with Lot 773 N 9-02 W 131.86 feet to an iron pin at the joint rear corner of Lot 772 and Lot 773; thence N 47-44 E 61.2 feet to an iron pin at the joint rear corner of Lot 771 and Lot 772; thence with Lot 771 S 31-22 E 141.35 feet to an iron pin on Yellow Wood Drive; thence with said drive the following courses and distances: S 58-00 W 45.75 feet, S 62-45 W 41.15 feet, and S 71-33 W 24 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of James H. Gent and Helen D. Gent, to be 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.

4328 RV.2