SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1972)

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: JOSEPH D. BOGAN and LYNETTE S. BOGAN

Greenville, South Carolina

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

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

, a corporation Alabama . hereinafter organized and existing under the laws of 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 Four Thousand Three Hundred Fifty and No/100----- Dollars (\$ 24,350.00), with interest from date at the rate per centum (8 & 1/2 %) per annum until paid, said principal of eight and one-half and interest being payable at the office of Collateral Investment Company, 2233 Fourth in Birmingham, Alabama 35203 Avenue North, or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Eighty Seven and 25/100----- Dollars (\$187.25) , 1977, and on the first day of each month thereafter until commencing on the first day of July the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, 2007. June shall be due and payable on the first day of

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the afcresaid 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 situate, lying and being on the east side of Cheyenne Drive, in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot No. 274 on Plat of Section III of Westwood Subdivision, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4-N, Page 30 and having, according to a more recent plat by Carolina Engineering Co., entitled "Property of Joseph D. Bogan and Lynette S. Bogan", dated June 1, 1977, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Cheyenne Drive at the joint corner of Lots 273 and 274 and running thence along the line of Lot 273, S. 83-15 E., 151.5 feet to an iron pin at the joint rear corner of Lots 274 and 267; thence along the line of Lot 267, S. 2-32 W., 86.0 feet to an iron pin at the joint rear corner of Lots 274 and 275; thence along the line of Lot 275, N. 83-10 W., 149.1 feet to an iron pin on the east side of Cheyenne Drive; thence along Cheyenne Drive, N. 0-55 E., 86.0 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Douglas D. Simmons and Charlotte N. Simmons, dated June 3, 1977, recorded June 6, 1977, in Deed Book 1058, Page 109, in the RMC Office for Greenville County, S. C.

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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