SOUTH CAROLINA FHA FORM NO. 2175M (Pe. September 1976)

## MORTGAGE

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STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN P. ABDALLA AND AMY R. ABDALLA

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 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-Three Thousand Nine Hundred Fifty and ----- Dollars (\$ 23,950.00 ), with interest from date at the rate per centum ( eight and one-half 🖺) per annum until paid, said principal 83 and interest being payable at the office of Collateral Investment Company in Birmingham, Alabama

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 with the buildings and improvements thereon, situate, lying and being situate on the northerly side of Ashley Avenue, in the City of Greenville, South Carolina, being known and designated as Revised plat Property of W. L. Gassaway, recorded in the RMC Office for Greenville County, S. C., in Plat Book "I", at page 80; according to plat prepared by Carolina Surveying Co., dated December 22, 1977, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Ashley Avenue (formerly Harrison Street) which iron pin is 274 feet east of the northeast corner at the intersection of Ashley Avenue and Townes Street and running thence N. 12-25 E. 140 feet to an iron pin; thence S. 78-15 E. 50 feet to an iron pin; thence S. 9-45 W. 151.2 feet to an iron pin in the line of Ashley Avenue; thence along the northerly side of the said Ashley Avenue N. 66-30 W. 58 feet to an iron pin, the point of beginning.

Deed of Everett Bremer Stubbs, Jr. and Gwendolyn F. Stubbs, dated January 13, 1978, recorded January 16, 1978, in the RMC Office for Greenville County, S. C., in Deed Book 107/at

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 Mortgagoe 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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