SOUTH CAROLINA STEERS

FHA FORM NO. 2175M
(Rev. September 1976)

## **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:
Danny L. Clardy and Sherry A. Clardy
Greenville County,

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, 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 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 Nineteen Thousand Seven Hundred Fifty ), with interest from date at the rafe and no/100------Dollars (\$ 19,750.00) per centum (8 1/2 📆) per annum until paid, said principal of Eight and One-Half per centum 8 1/2 and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North, in Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Fifty-one and 88/100-----Dollars (\$151.88 , 1978 , and on the first day of each month thereafter until commencing on the first day of April 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 March, 2008

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 piece, parcel or lot of land situate, lying, ar

State of South Carolina: All that piece, parcel or lot of land situate, lying, and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 9, Buckhorn Hills, near Greenville, and more recently shown on plat of survey entitled "Property of Danny Lewis Clardy & Sherry Lee Clardy", dated Feb. 17, 1978, by R. B. Bruce, RLS, Carolina Surveying Co., Greenville, S. C., and on which plat said lot is more particularly described as follows: Beginning at a point at the edge of Harding Drive, common corner with Lot 8, as shown on said plat, and running along Harding Drive, N. 17-30 W. 100 feet to a point; thence, along the curve of Harding Drive, N. 27-05 E. 35.4 feet to a point in the edge of Honeysuckle Lane, as shown on said plat; thence, along Honeysuckle Lane, N. 70-45 E. 81 feet to a point; thence, S. 19-15 E. 128 feet along property line of Lot 10 to a point; thence, S. 72-40 W. 110.2 feet to the beginning point. For a more particular description, reference is herewith made to the aforementioned plat to be recorded herewith.

The above is the same property conveyed to mortgagors herein by deed of Charles M. Price dated on even date herewith and 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; practiced, 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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