

FILED
SOUTH CAROLINA GREENVILLE, CO. S. C.
FHA FORM NO. 2175M
(Rev. September 1973)

MORTGAGE

BOOK 1434 PAGE 349

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

3001 8 12 57 PM '78
DONNIE S. TANKERSLEY
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, James L. Dawkins and Mary A. Dawkins of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company, Its Successors and Assigns,

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 **Thirteen Thousand Five Hundred Fifty Dollars (\$13,550.00)**, with interest from date at the rate of **Nine** per centum (**9** %) per annum until paid, said principal and interest being payable at the office of **Collateral Investment Company, 2233 Fourth Avenue, North in Birmingham, Alabama 35203** or at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred Nine and 08/100** Dollars (\$ **109.08**), commencing on the first day of **July**, 1978, 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 **June**, 2008.

NOT, 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 situate, lying and being on the southwestern side of a 36 foot wide county road in Chick Springs Township, Greenville County, South Carolina, shown and designated as Lot 17 on a plat of a re-subdivision for Mrs. James H. Beneyfield, prepared by J. Mac Richardson, dated February, 1950 and recorded April 10, 1950, in the Office of the R. M. C. for said County in Plat Book X at Page 135, according to which plat said lot is more particularly described as follows:

BEGINNING at an iron pin on the southwestern side of said County Road, joint front corner of Lots 16 and 17, and running thence S. 49-30 W. 481.1 feet along the joint line of said lots to an iron pin, joint rear corner of said lots; thence N. 71-40 W. 133.2 feet to an iron pin, joint rear corner of Lots 17 and 18; thence N. 49-30 E. 556.4 feet along the joint line of said lots to an iron pin on the southwestern side of said Road, joint front corner of said lots; thence S. 19-38 E. 6.3 feet along the southwestern side of said Road to an iron pin; thence S. 38-27 E. 113.3 feet still along the southwestern side of said Road to an iron pin, the point of beginning.

THIS conveyance is subject to all restrictions, zoning ordinances, easements and rights of way of record, affecting the above property.

BEING the same property conveyed to the Mortgagors by Shirley E. Thompson, Debra Jean Fuller and Wayne Edwards on June 5, 1978, and recorded on June 6, 1978 in Deed Book 1080, Page 525, Office of the R. M. C. for Greenville County.

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.

8
4
3
0

4328 RV-2