

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

MORTGAGE

1453 PAGE 91

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:

TAMMY W. BARRETT and BILLY B. WHEELS
of
Simpsonville, 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-Two Thousand Seven Hundred Fifty and No/100 Dollars (\$22,750.00), with interest from date at the rate Nine and One-Half per centum (9 1/2 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2100 First Avenue North, in Birmingham, Alabama

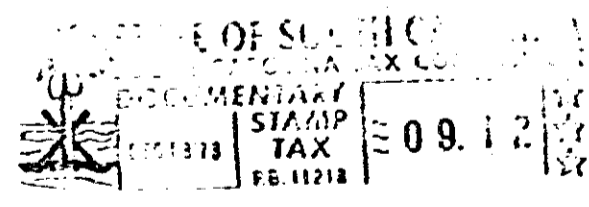
or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Ninety-One and 33/100 Dollars (\$ 191.33), commencing on the first day of February 1, 1979, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January 1, 2009.

NOT KNOWN 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, located, lying and being in the County of Greenville, State of South Carolina, on the southwestern side of Westwood Drive, Austin Township, and being designated as Lot No. 41 according to plat entitled "Section 1, Westwood Subdivision", dated March 30, 1970, prepared by Piedmont Engineers and Architects, recorded in the Greenville County R.M.C. Office in Plat Book 4F at Page 21, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Westwood Drive at the joint corner of Lots 40 and 41 and running thence along line of Lot 40, S. 47-33 W., 196.8 feet to a point at the joint rear corner of Lots 41 and 53; thence along the line of Lot 53, S. 64-46 E., 108 feet to a point at the joint rear corner of Lots 41 and 42; thence along the line of Lot 42, N. 47-33 E., 155.7 feet to an iron pin on the southwestern side of Westwood Drive; thence along Westwood Drive N. 42-27 W., 100 feet to the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Gregory P. Fortner and Chyquita E. Fortner recorded in the Greenville County R.M.C. Office in Deed Book 1093 at Page 866 on the 18 day of December, 1978.



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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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