

# 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 } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

La Juan Hollingsworth of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company with a place of business at 2100 First Avenue, North, Birmingham, Alabama,

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 Thirty Two Thousand Eight Hundred and No/100 Dollars (\$ 32,800.00), with interest from date at the rate of 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 in Birmingham, Alabama

or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Seventy Five and 85/100 Dollars (\$ 275.85), commencing on the first day of February, 19 79, 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, 2009.

NOV, 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 in the City of Greenville, County of Greenville, State of South Carolina, and being known and designated as Lot 2 and a portion of Lot 3 as shown on a plat of property of E. E. Stone, prepared by Dalton and Neves, Engineers, July 7, 1925, and which said plat is recorded in the R.M.C. Office for Greenville County, in Plat Book d, at Page 202, and according to a recent survey prepared of said property by Carolina Surveying Company, December 12, 1978, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-X, at Page 89, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of West Croft Street, joint corner with Lot 1 and which said point is 50 feet northwest of the intersection of West Croft Street and Townes Street and running thence with the common line with Lot 1, S. 5-35 W. 150 feet to a point; thence, N. 84-25 W. 60 feet to a point; thence, N. 5-35 E. 150 feet to a point on the edge of West Croft Street; thence running with the edge of said street, S. 84-25 E. 60 feet to a point on the edge of said Street, the point of Beginning.

The within property is the identical property conveyed to the Mortgagor herein by deed of Merle S. Pethel by deed of even date herein and which said deed is being recorded simultaneously with the recording of this instrument.

RECORDED  
INDEXED  
FEB 13 1979  
TAX  
FEB 11 1979

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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