Mortgagee's Mailing Address: 2233 Fourth Avenue, Birmingham, Alabama 35202

SOUTH CAROLINA EHA FORM NO. 2175M IPe. Searer cer 1976:

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STATE OF SOUTH CAROLINA,

13 5 10 31 14 17 DONNIE S. TANKERSLEY

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TO ALL "HOM THESE PRESENTS MAY CONCERN:

Raleigh S. Thomas Greenville, South Carolina

. hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

 a corporation COLLATERAL INVESTMENT COMPANY 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 Seventeen Thousand, Nine Hundred and No/100 Dollars (\$ 17,900.00 ), with interest from date at the rate per annum until paid, said principal per centum ( 8.50 Eight and one-half 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 ---One Hundred Thirty Seven and 65/100----- Dollars (\$ 137.65 , 1977, and on the first day of each month thereafter until commencing on the first day of September 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 August

NO%, 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 and being on the southwestern side of Cardinal Drive in Greenville County, South Carolina being shown as ⊢ Lot No. 8-A and a strip of land covered by a Duke Power Company right of way on a a plat of the property of Lollie G. Gibson made by Robert Spearman, R.L.S. recorded in In the RMC Office for Greenville County, S. C., in Plat Book 4-D, page 199-B and having  $^{\prime\prime}$  according to a more recent survey of the property of Raleigh S. Thomas made by Carolina  $\pm$  Surveying Co. dated August 2, 1977 such metes and bounds as shown thereon.

This being the same property conveyed to the mortgagor herein by deed from Martin P. Ayers of even date to be recorded herewith.

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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.