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

## **MORTGAGE**

new to four-family provisions of the National Housing Actu

STATE OF SOUTH CAROLINA, COUNTY OF **GREENVILLE** 

GREENVILLE CO. S. C

TO ALL WHOM THESE PRESENTS MAYOGONGERNANKERSLEY

JOHNNY C. Sullivan Greenville, South Carolina

shall be due and payable on the first day of

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

WHEREAS, the Mortgagor is well and truly indebted unto COLLATERAL INVESTMENT COMPANY, its successors and assigns, as their interest may appear,

.a corporation organized and existing under the laws of hereinafter 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 -- Twenty Two Thousand Five Hundred Fifty and No/100----- ), with interest from date at the rate of Eight & One/Half ----- per centum ( 8 1/2 --- 3) 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 --One Hundred Seventy Three and 41/100------- Dollars (\$ 173\_41-----). commencing on the first day of September . 19 77 . 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,

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, lying, being and situate in the County of Greenville, State of South Carolina, Town of Simpsonville, being shown and designated as Lot 63 on a plat of Section I of WESTWOOD SUBDIVISION, said plat being recorded in the RMC Office for Greenville County in Plat Book 4-F, at Page 21, and being more particularly described in accordance with a plat entitled "Property of Johnny C. Sullivan", and dated August 9, 1977, prepared by Carolina Surveying Co., to-wit:

BEGINNING at an iron pin on the South side of Sierra Court, said point being the joint corner of Lots 62 and 63 and running thence along the joint line of Lot 62 S. 11-40 W. 141.8 feet to an iron pin; thence along the joint property line of Lots 66 and 65, S. 83-00 E. 130 feet to an iron pin; thence along the joint line of Lot 64 N. 4-01 W. 154.1 feet to an iron pin on the South side of Sierra Court; thence along the edge of Sierra Court N. 89-59 W. 85 feet to an iron pin; thence continuing along Sierra Court N. 67-43 W. 5 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Mari Joy Young dated August 12, 1977, and to be recorded of even date herewith.

SECURINE OF SOUTH CAROLINA

August 2007.

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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