BOOK 1407 PAGE 309

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

MORTGAGE

FILED
GREENVILLE CO. S. C.
AUG 17 11 37 AM '77
DONNIE S. TANKERSLEY
R.M.C.

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: James N. Richardson and Cherry K. Richardson

of Greenville County, 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 Forty-Four Thousand Fifty and No/100-------- ---------- Dollars ($ 44,050.00), with interest from date at the rate of---eight and one-half---------- per centum (8-1/2 %) 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---------- Three Hundred Thirty-Eight and 74/100---------- Dollars ($ 338.74), commencing on the first day of October, 1977, 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 September, 2007.

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 in the County of Greenville, State of South Carolina, situate, lying and being on the southeastern side of Ladbroke Road and being known and designated as Lot No. 362 on a plat of DEL NORTE ESTATES Subdivision, Section III, recorded in the RMC Office for Greenville County in Plat Book 4-N at Page 14 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This is the same property as that conveyed to the Mortgagors herein by deed from George H. Van Hooser and Harriet V. Van Hooser recorded in the RMC Office for Greenville County on August 16, 1977.

The mailing address of the Mortgagee herein is 2233 Fourth Avenue, North, Birmingham, Alabama 35203.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
AUG 17 '77
P.B. 11218
17.64

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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