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

MORTGAGE

This firm is used in a maction with mortgages insured under the new to four-tanily provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

Donald R. McAbee and Cathy R. McAbee of Greenville, 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 Alabama . hereinafter Uscalled the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are inocorporated herein by reference, in the principal sum of Sixteen Thousand, Seven Hundred Fifty---Dollars (\$16, 750.00), with interest from date at the rate eight and one-half per centum (8 1/2 的) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Thirty-Five and 01/100 - - - - - - - Dollars (\$ 135.01 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, 2002.

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 lot of land with improvements lying on the northeastern side of Donaldson Street in Greenville County, South Carolina, being shown as Lot 59 on a plat of subdivision for Victor-Monaghan Mills, Section 3, recorded in the RMC Office for Greenville County, South Carolina in Plat Book S at Page 181 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Donaldson Street at the corner of Lot 58 and running thence N. 10-41 E. 98.3 feet to an iron pin on a 15-foot alley; thence with said alley, S. 79-26 E. 75 feet to an iron pin at the corner of Lot 60; thence with Lot 60, S. 10-41 W. 98.5 feet to an iron pin on Donaldson Street; thence with the northeastern side of Donaldson Street, N. 79-30 W. 75 feet to an iron pin, the beginning corner.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Billy F. Gilliard and Sharen A. Gilliard dated August 31, 1977, as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1064, Page 7, on September 1, 1977.

The mortgagor covenants and agrees so long as this mortgage and the said note secured hereby are insured under the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgage property on the basis of race, color, or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.

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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