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SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1972)

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## 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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Eugene C. Rigg and Mona B. Rygg Simpsonville, 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

, a corporation Alabama , heremafter organized and existing under the laws of 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-One Thousand One Hundred Fifty Dollars (S 31,150.00 ), with interest from date at the rate and No/100 🖺) per annum until paid, said principal of Nine and One-Half per centum ( Collateral Investment Company, 2100 First and interest being payable at the office of Avenue, North Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Sixty-One and 97/100 -Dollars (\$ 261.97 , 19 79, and on the first day of each month thereafter until commencing on the first day of **January** 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**.

2009

December

State of South Carolina: **ALL** that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the Town of Simpsonville, County and State aforesaid, being known and designated as Lot 601, Section VI Westwood Subdivision as shown on plat of Westwood, Section VI recorded in the R.M.C. Office for Greenville County in Plat Book 4X at page 100, being more fully shown on plat entitled "Property of Eugene C. Rygg and Mona B. Rygg" dated September 1978 prepared by Dalton & Neves Co., Engineers, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Alder Drive, joint front corner of Lots No. 601 and 600 and running with said Alder Drive, S. 34-12 E. 15 feet to an iron pin; thence continuing with said Drive, S. 29-40 E. 85.0 feet to an iron pin, joint front corner of Lots No. 601 and 602; thence S. 60-00 W. 170.0 feet to an iron pin, joint rear corner of Lots No. 601 and 602; thence N. 33-43 W. 70 feet to an iron pin, joint rear corner of Lots No. 601 and 600; thence N. 50-11 E. 176.52 feet to an iron pin, the point of beginning.

Subject to easements, rights-of-way and restrictions of record, if any, affecting the property.

BEING the identical property conveyed to the Mortgagors herein by deed of ZNorman M. and Charie B. Jenkins dated and recorded even date herewith in the R.M.C. Office for Greenville County in Deed Book 1091 at page 129

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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