

2100 1st Avenue,

North, P.O.Box C-180

Birmingham, Ala 35283

BOOK 1450 PAGE 618

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

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 }
ISS: 4 COPIES

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES I. WEIR AND SALLIE M. WEIR

GREENVILLE, SOUTH CAROLINA

of 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

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-FIVE THOUSAND ONE HUNDRED

FIFTY AND NO/100----- Dollars (\$ 25,150.00)

with interest from date at the rate of NINE AND ONE-HALF

per centum (9 1/2 %)

per annum until paid, said principal

and interest being payable at the office of COLLATERAL INVESTMENT COMPANY 2100 1st AVENUE

NORTH, P.O. BOX C-180 in BIRMINGHAM, ALABAMA 35283

or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED

ELEVEN AND 51/100 ----- Dollars (\$ 211.51)

commencing on the first day of JANUARY 1, 19 79 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 DECEMBER, 2008

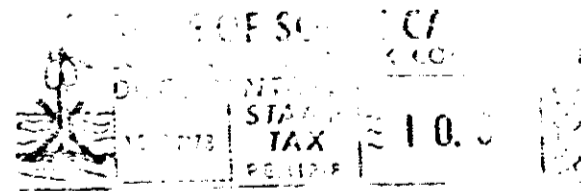
NOT, KNOW ALL MEN. That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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 certain piece, parcel or lot of land situated in the County of Greenville, State of South Carolina, on the eastern side of Pinefield Drive and being known and designated as Lot No. 124 on plat of South Forest Estates recorded in the R.M.C. Office for Greenville County in Plat Book "GG", at Page 181, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Pinefield Drive at the joint front corner of Lots 124 and 125 and running thence along the joint line of said Lots N. 77-51 E. 139 feet to an iron pin; thence S. 14-45 E. 90.1 feet to an iron pin; thence along the joint line of Lots 123 and 124, S. 77-51 W. 143.2 feet to an iron pin on the eastern side of Pinefield Drive; thence along the eastern side of Pinefield Drive N. 12-09 W. 90 feet to the point of beginning.

Derivation: Deed Book 1492, Page 544, - James Loyd Oliver and Cynthia Smith Oliver 11/17/78



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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