

Mortgagee's address 2100 First Avenue, North Birmingham ALABAMA 35203

1403 440

SOUTH CAROLINA
FHA FORM NO. 2025V
Rev. September 1976

MORTGAGE

This instrument is subject to the provisions of the National Housing Act.

With deferred interest and increasing monthly installments

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

1403 448

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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SPENCER E. TANNER and HELEN B. TANNER
Greenville, South Carolina

COMMERCIAL TRUSTERS BY
R.M.C.

of

hereinafter called the Mortgagor, sends greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **COLLATERAL INVESTMENT COMPANY**

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-Two Thousand Eight Hundred and No/100 Dollars (\$ 42,800.00)** 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** in **Birmingham, Alabama**

or at such other place as the holder of the note may designate in writing, in monthly installments of **According to Schedule A of said Note** Dollars (\$) commencing on the first day of **February** 1979 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 **January** 2009. **

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 State of South Carolina:

ALL that certain piece, parcel or lot of land, together with all improvements thereon, located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as lot 24 on plat entitled "Chesterfield Estates, Section 1", prepared by Weaner Engineering Co., Inc., dated February 26, 1974, recorded in the Greenville County R.M.C. Office in Plat Book 50 at Page 51 and being also shown on a more recent plat thereof entitled "Property of Spencer E. Tanner and Helen B. Tanner", prepared by Freeland & Associates, dated December 15, 1978, and recorded in the Greenville County R.M.C. Office in Plat Book 6Y at Page 2.3, and having, according to last named plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southern side of Charterhouse Avenue at the joint front corner of Lot 24 and 25 (said old iron pin being 245 feet, more or less, from the intersection of Charterhouse Avenue and Cooperfield Avenue) and running thence along the joint line of said lots S. 60-32-42 W., 135 feet to an old iron pin at the joint rear corner of Lots 24 and 25; thence N. 40-23 W., 52.31 feet to an old iron pin at the joint rear corner of Lots 23 and 24; thence along the joint line of said lots N. 30-55-56 E., 130 feet to an old iron pin on the southern side of Charterhouse Avenue at the joint front corner of Lots 23 and 24; thence along the southern side of Charterhouse Avenue S. 59-04-05 E., 5.08 feet to a new iron pin; thence continuing with the curve of Charterhouse Avenue, the radius of which is 225 feet and the arc of which is 116.29 feet, S. 44-16-11 E., 115.09 feet to an old iron pin at the joint front corner of Lots 24 and 25, the

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continued on reverse

** Deferral of interest may increase the principal balance to \$42,983.52.

Together with all and singular the rights, members, tenements, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits, which in any way or by had therefrom, and to have and to hold, unto the Mortgagee, its successors and assigns, forever.

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, and otherwise dispose of the same, and that the premises are free and clear of all liens, and encumbrances whatsoever. The Mortgagor further covenants to warrant and to ever defend all and singular the premises unto the Mortgagee, its heirs, and assigns, against the Mortgagor and all persons whomsoever lawfully claiming the same in 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 this mortgage at the times and in the manner therein provided. This obligation is personal to pay the debt in full, and the mortgagor shall not be relieved of his obligation to pay the principal of and interest on the indebtedness until the principal and interest are fully paid. The mortgagor shall not be relieved of his obligation to pay the principal and interest on the indebtedness until the principal and interest are fully paid.

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