

P. O. Box C-180
Birmingham, Alabama
35283

D.H. Brown
#84331 --1/26/84

BOOK 1456 PAGE 855

H. Michael Spivey, Attorney at Law
Post Office Box 809
119 E. Bulter Avenue
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
Mauldin, S.C. 29662

MORTGAGE
FILED GREENVILLE CO. S. C.
FEB 6 10 21 AM '84
DONNIE S. TANKERSLEY R.M.C.
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.

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BOOK 84 PAGE 360
84331

TO ALL WHOM THESE PRESENTS MAY CONCERN: That I, DELIA H. BROWN

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 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 **Fourteen thousand one hundred fifty Dollars (\$ 14,150.00)**, with interest from date at the rate

of **at Nine and one-half** per centum (**9.5** %) per annum until paid, said principal of **at Page 253. Said tract fronts 130.7 feet on the southern side of Old Spartanburg Road; runs back to a depth of 344.3 feet on its eastern boundary; runs back to a depth of 306.7 feet on its western boundary, and has 110.4 feet across the rear.** *D.H.B.*

This is a portion of the property conveyed to the Mortgagor herein by deed of Cecil C. Brown, et al., dated November 30, 1978, to be recorded simultaneously herewith. *FEB 15 1984 FEB 16 1984*

"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."

Paid and fully satisfied this 26th day of January 19 84. *25220*

COLLATERAL INVESTMENT COMPANY

BY: *Ivy B. Sims*
Ivy B. Sims
ITS: Assistant Vice President

Witnesses:

Delia H. Brown
Delia H. Brown

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 whatsoever 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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