

2233 4th Avenue North  
Birmingham, Alabama 35203

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

# MORTGAGE

1425-221  
This form is used in connection  
with mortgages insured under the  
new 40-year family provisions of  
the National Housing Act.

FHA Case No. 461: 153377  
STATE OF SOUTH CAROLINA,  
COUNTY OF Greenville }

TO ALL WHOM THESE PRESENTS MAY CONCERN: **Hernando J. Rua and Maxine M. Rua,**  
of  
**Greenville County, 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 **the State of Alabama** hereinafter  
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are in-  
corporated herein by reference, in the principal sum of **Eighteen Thousand Eight Hundred and**  
**00/100-----** Dollars (\$ **18,800.00** ), with interest from date at the rate  
of **eight and three-fourths** per centum ( **8 3/4** ) 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 **One**  
**Hundred Forty Seven and 96/100-----** Dollars (\$ **147.96** ),  
commencing on the first day of **May**, 19**78**, 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 **April, 2008.**

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 Mort-  
gagor 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 and lot of land with all improvements  
thereon, situate, lying and being in the County of Greenville, State of  
South Carolina, Gantt Township, on the northern side of Burbank Court,  
and being known and designated as Lot No. 214 according to a plat of  
Rockvale, Section 2, prepared by J. Mac Richardson, Surveyor, dated  
July, 1959, and recorded in the R.M.C. Office for Greenville County, S. C.  
in Plat Book QQ at Page 109, and having according to said plat, the follow-  
ing metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Burbank Court, at the  
joint front corner of Lots 213 and 214, and running thence along the  
northern side of Burbank Court, N. 86-21 W. 48.1 feet to an iron pin;  
thence along the curve of Burbank Court, the chord of which is N. 45-51 W.  
34.5 feet to an iron pin at the joint front corner of Lots 214 and 215;  
thence along the common line of said lots, N. 5-31 E. 171.8 feet to an  
iron pin at the joint rear corner of said Lots 214 and 215; thence S. 63-  
10 E. 81.6 feet to an iron pin, at the joint rear corner of Lots 213 and  
214; thence along the common line of said lots, S. 5-25 W. 164.9 feet to  
an iron pin on the northern side of Burbank Court, at the point of begin-  
ning.

The above described property is the same acquired by the Mortgagors by  
deed from the Secretary of Housing and Urban Development recorded in the  
Greenville County R.M.C. Office on March 9, 1978.

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 ab-  
solute, 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 for-  
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-  
sons 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.

G110  
978  
175

4328 RV-2