BOOK 1450 PAGE 294

## 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:

Lettie J. Scurry and Ruth C. Jones

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company

, a corporation

, hereinafter

organized and existing under the laws of Alabama 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 Nineteen Thousand Six Hundred - - - -Dollars (\$19,600.00 -), with interest from date at the rate

of nine and one-half and interest being payable at the office of per centum ( 9 ½ %) per annum until paid, said principal

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 Sixty-four and 84/100 - - - - - - - - - - - - Dollars (\$ 164.84 commencing on the first day of December , 1978, 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 November, 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 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 in Greenville County, State of South Carolina, being partly in Gantt Township and partly in Greenville Township, partly within and partly without the City of Greenville, and being shown as Lot No. 3 on plat of property of O. Y. Brownlee, H. C. Smith and C. S. Fox made by Pickell and Pickell, on February 16, 1948, recorded in Plat Book "Q" at Page 164, in the R.M.C. Office for Greenville County and being more particularly described by metes and bounds as follows:

Beginning at a stake on the northern side of Monteith Circle 125 feet east from Old Augusta Road at corner of Lot No. 2, and running thence with the line of said lot N 1-54 E 159.6 feet to a stake; S 88-10 E 50 feet to a stake; thence S 1-28 E 147.6 feet to a stake on Monteith Circle; thence with the northern side of Monteith Circle S 84-00 W 13 feet to a stake; thence continuing with said Monteith Circle S 79-04 W 47 feet to the beginning corner.

This is the same property heretofore conveyed to the Mortgagors by Thomas P. Lane by deed dated November 14, 1978, and recorded in the R.M.C. Office of Greenville County in Deed Book 1091 at Page ५०५

Together with all and singular the rights, members, hereditaments, and apputtenances 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, 00 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 withe 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  $\mathcal{L}(30)$  days prior to prepayment.

FHA-2175M (1-78)

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