Collateral Investment Co.
2233 Fourth Avenue, North
Birmingham, Alabama 35203

SOUTH CAROLINA
FHA FORM NO. 2175M
(Rev. September 1972)

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

BOOK 1391 PAGE 924

BOOK 1400 PAGE 269

STATE OF SOUTH CAROLINA,
COUNTY OF Greenville } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: That we, Jessie I. Lomax, Agnes A. Lomax, and Diane Lomax of Greenville, 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 incorporated herein by reference, in the principal sum of - -- - Twenty-seven thousand six hundred - - - - - - - - - - Dollars ($ 27,600.00), with interest from date at the rate of - -- Eight - - - - - - per centum (8 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company 2233 Fourth Avenue, North in Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of - - - Two hundred two and 58/100 - - - - - - - Dollars ($ 202.58), commencing on the first day of May, 19 77, 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, 2007.

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: on the southeastern side of Oak Drive, being shown and designated as Lot 8 on a Plat of Henry C. Harding Builders, Inc., recorded in the RMC Office for Greenville County in Plat Book PPP, at Page 95. Said Lot fronts 80.0 feet on the southeastern side of Oak Drive; runs back to a depth of 185.4 feet on its southwestern boundary; runs back to a depth of 199.0 feet on its northeastern boundary, and is 80.0 feet across the rear.

This is the same property conveyed to the Mortgagors by deed of Henry Andrew Lang, Jr., and Shelva Jean L. Lang, dated March 17, 1977, to be recorded simultaneously herewith.

"The Mortgagor covenants and agree 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."

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
11.04

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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