## MORTGAGE

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

STATE OF DANKIB 6. TROKERSL COUNTY OF GREENWILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Phillip S. Prichard and Rebecca M. Prichard

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 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 Seven Hundred and -- Dollars (\$27,700.00 ), with interest from date at the rate eight and one-half %) per annum until paid, said principal per centum ( 8 1/2 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 Two Hundred Thirteen and 01/100----- Dollars (\$ 213.01 , 1977 , and on the first day of each month thereafter until commencing on the first day of December 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, 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:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the westerly side of Hughes Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 3 on plat of property of J. C. Hughes as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book SS at page 136 and having according to a more recent survey entitled "Property of Phillip S. Prichard and Rebecca M. Prichard" dated October 5, 1977, prepared by Campbell and Clarkson Surveyors, Inc., the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Hughes Road, said pin being the joint front corner of lots 2 and 3 and running thence with the common line of said lots N 88-22 W 219.9 feet to an iron pin at the joint rear corner of Lots 2 and 3; thence S 1-48 W 100.6 feet to an iron pin at the joint rear corner of Lots 3 and 4; thence with the common line of said lots S 88-50 E 211.1 feet to an iron pin on the westerly side of Hughes Road; thence with the westerly side of Hughes Road N 15-40 E 39.8 feet to an iron pin; thence continuing with said road N 1-13 E 60.75 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of James L. Langford and Sybil B. Langford dated October 7, 1977, and recorded on October L Book 1066, page 1977 in the RMC Office for Greenville County, S. C., in Deed <u> 196 .</u>

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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