

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

MORTGAGE
GREENVILLE CO. S. C.

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

FILLED
JUN 19 11 19 AM '78
SS: DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN HENRY C. MCDAVID AND BARBARA MCDAVID

of
, 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 incorporated herein by reference, in the principal sum of Thirty Seven Thousand Four Hundred Fifty and 00/100 Dollars (\$ 37,450.00), with interest from date at the rate of nine (9%) per centum (9 %) 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 Three Hundred One and 47/100 Dollars (\$ 301.47), commencing on the first day of August, 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 July, 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 located in the County of Greenville, State of South Carolina, and being shown and designated as Lot No. 12 of Barwood Subdivision, according to a plat recorded in the R.M.C. Office for Greenville County in Plat Book 000 at Page 33, and being more particularly described according to a more recent plat entitled "Property of Henry C. McDavid and Barbara McDavid" by Freeland and Associates, dated June 13, 1978, as follows:

BEGINNING at an iron pin on the northern edge of Barwood Circle, at the joint front corner of Lots 12 and 13, and running thence with the line of Lot 13, N. 33-38 W. 205 feet to an iron pin; thence N. 59-20 E. 109.75 feet to an iron pin at the joint rear corner of Lots 11 and 12; thence with the line of Lot 11, S. 28-00 E. 200 feet to an iron pin on the northern edge of Barwood Circle; thence with the northern edge of Barwood Circle, S. 56-22 W. 90 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Jerry D. Harlan and Clara S. Harlan, said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1081 at Page 465.

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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