

SOUTH CAROLINA
FHA FORM NO. 2175m
(Rev. March 1971)

DEED OF TRUST **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 } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, RAY M. JAMES and DOLLIE M. JAMES,

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 incorporated herein by reference, in the principal sum of SEVENTEEN THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$ 17,400.00), with interest from date at the rate of eight and one-fourth per centum (8-1/4 %) per annum, until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North, in Birmingham, Alabama, 35203

or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Thirty and 85/100 Dollars (\$ 130.85), commencing on the first day of March, 1974, 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 February, 2004.

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 tract or parcel of land, situate, lying and being in the County of Greenville, State of South Carolina, situate on the north side of Dumont Avenue and the east side of Gayle Street, near the City of Greenville, being shown as the greater portions of Lots 42 and 43 on plat of Rockvale, Section I, made by J. Mac Richardson, Surveyor, October 25, 1958, recorded in the R&C Office for Greenville County, S. C. in Plat Book QQ, Page 108, and also known as Lot 42 on an unrecorded plat of a revision of Lots 40 thru 43 and Lots 58 and 61, Section I, Rockvale, made by Campbell & Clarkson Surveyors, Inc., dated September 9, 1970 and also shown on plat of property of Dennis Eugene Moore and Diane B. Moore made by Campbell & Clarkson Surveyors, Inc., dated August 2, 1971, recorded in Plat Book 4K, Page 147, in the R&C Office for Greenville County, S. C. and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the east side of Gayle Street at the joint corner of Lots 44 and 43 and runs thence with the line of Lot 44 N. 88-02 E. 110 feet to an iron pin; thence along a new line through Lots 43 and 42 S. 1-58 E. 155 feet to an iron pin on the north side of Dumont Avenue; thence along Dumont Avenue S. 88-02 W. 100 feet to an iron pin at the intersection of Dumont Avenue and Gayle Street; thence with the curve of said avenue and street (the chord of which is N. 46-38 W. 14.1 feet) to an iron pin on the east side of Gayle Street; thence along Gayle Street N. 1-58 W. 145 feet to the beginning corner.

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; and, provided, further, that in the event the debt is paid in full prior to maturity and

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