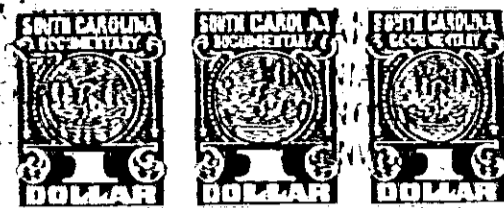


SOUTH CAROLINA
FHA FORM NO. 2175M
Rev. September 1972

MORTGAGE
DONNIE S. TANKERSLEY
R.M.C.

This form is used in connection with mortgages insured under the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }



TO ALL WHOM THESE PRESENTS MAY CONCERN:

CALVIN L. SMITH AND JUDY B. SMITH

Greenville County, S.C.

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **COLLATERAL INVESTMENT COMPANY, INC.**

organized and existing under the laws of **Alabama**, a corporation 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 ONE THOUSAND SIX HUNDRED FIFTY AND NO/100** Dollars (\$ 21,650.00), with interest from date at the rate of **eight and one-half** per centum (8 1/2 %) per annum until paid, said principal and interest being payable at the office of **COLLATERAL INVESTMENT CO., INC.** 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 SIX AND 49/100** Dollars (\$166.49), commencing on the first day of **July**, 19 **75** 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 **June, 2005**.

NOT KNOWN 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 improvements thereon, in the State of South Carolina, County of Greenville, lying on the north-western side of Edgewood Drive, being shown and designated as Lot No. 57 on a Plat of Kirkwood Heights, prepared by Pickell and Pickell, Engineers, dated October 1954 and recorded in the RMC Office for Greenville County in Plat Book EE at pages 110 and 111 and shown on a more recent plat entitled "Property of Calvin L. Smith and Judy B. Smith" prepared by Carolina Surveying Co., dated May 22, 1975 and having, according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwestern side of Edgewood Drive; the joint front corner of Lots No. 56 and 57 and running thence with the common line of said lots, N. 64-18 W., 169 feet to an iron pin; thence N. 25-42 E., 70 feet to an iron pin at the joint rear corner of Lots No. 57 and 58; thence running with the common line of said lots, S. 64-18 E., 169 feet to an iron pin, on the northwestern side of Edgewood Drive; thence with the northwestern side of said Drive, S. 25-42 W., 70 feet to an iron pin, being the point of beginning.



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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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