

2233 Fourth Ave. N.
Birmingham, Ala.

SOUTH CAROLINA 35202
FHA FORM NO. 2175M
(Rev. September 1972)

6829-25E

MORTGAGE

GREENVILLE CO. S. C.

OCT 26 3 04 PM '76

SONNIE S. TANKERSLEY
R.M.C.

BOOK 1381 PAGE 366

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BERNADETTE M. FOSTER and STANLEY J. HILESKI, of
Greenville County, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

COLLATERAL INVESTMENT COMPANY

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organized and existing under the laws of Alabama, a corporation
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, hereinafter
incorporated herein by reference, in the principal sum of FIFTEEN THOUSAND FIVE HUNDRED AND
NO/100 -----Dollars (\$ 15,500.00), with interest from date at the rate
of Eight & One-Half per centum (8 1/2 %) 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
ONE HUNDRED NINETEEN AND 20/100 -----Dollars (\$ 119.20),
commencing on the first day of December, 1976, 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 November, 2006.

NOV, 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 Mort-
gagor 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 eastern side of Pinehurst Drive, known as Lot
No. 15 of Block C on a plat entitled Pinehurst, recorded in the
R.M.C. Office for Greenville County in Plat Book S, at Page 77, and
being further described, as follows:

BEGINNING at an iron pin on the eastern side of Pinehurst Drive at
the joint front corner of Lots 14 and 15 of Block C, and running
thence N. 62-23 E. 135.6-feet to an iron pin; thence S. 25-58 E.
60-feet to an iron pin; thence S. 62-23 W. 134.7-feet to an iron
pin on the eastern side of Pinehurst Drive; thence along the eastern
side of Pinehurst Drive N. 26-48 W. 60-feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by
deed of even date herewith.

"The mortgagor covenants and agrees so long as this mortgage and
the said note secured hereby are insured under the National Housing
Act, they 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 mortgage may, at its option, declare the
unpaid balance of the mortgage immediately due and payable."

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 ab-
solute, 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 for-
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-
sons 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 repayment.

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