

2233 Fourth Avenue, North
Birmingham, Alabama 35203

BOOK 1382 PAGE 737

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

FILED
GREENVILLE MORTGAGE

NOV 12 9 56 AM '76

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 }
DORRIS S. TANKERSLEY
M.R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: That we, LARRY D. JAMES
and VIVIAN F. JAMES of
Taylors, South Carolina hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

COLLATERAL INVESTMENT COMPANY

organized and existing under the laws of the State of Alabama, a corporation
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are in-
corporated herein by reference, in the principal sum of - - - Twenty-five thousand three hundred
fifty - - - - - Dollars (\$ 25,350.00), with interest from date at the rate
of - - Eight and one-half - - - per centum (8.5 %) per annum until paid, said principal
and interest being payable at the office of Collateral Investment Company
2233 Fourth Avenue, North in Birmingham, Alabama
or at such other place as the holder of the note may designate in writing, in monthly installments of
- - One hundred ninety-four and 94/100 - - - - - Dollars (\$ 194.94),
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

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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 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, Chick Springs Township,

State of South Carolina: containing three (3) acres, more or less, and being a part of Tract No. 1
of the PROPERTY OF THAD E. SAMMONS, Plat of which is recorded in the RMC Office for Greenville
County in Plat Book V, at Page 196, and according to a more recent survey made by Freeland &
Associates dated November 3, 1976, having the following metes and bounds:

BEGINNING at an iron pin on the western side of Meece Bridge Road at the joint corner of Batson
Road and Meece Bridge Road, and running thence along the center of Meece Bridge Road, S 03-14 E,
142.0 feet to an iron pin; thence continuing with the center of said Road, S 01-57 W, 100.0 feet
to an iron pin; thence continuing with the center of said Road, S 08-34 W, 100.0 feet to an iron
pin, corner of Dill Property; thence N 70-43 W, 74.2 feet to an iron pin; thence S 56-49 W, 80.0
feet to an iron pin; thence S 64-49 W, 77.0 feet to an iron pin; thence S 29-39 W, 77.0 feet to
an iron pin; thence S 15-44 W, 38.8 feet to an iron pin; thence S 09-51 E, 65.0 feet to an iron
pin; thence S 28-54 W, 14.2 feet to an iron pin; thence N 12-06 W, 472.3 feet to an iron pin;
thence N 80-18 E, 175.0 feet to an iron pin; thence N 07-28 W, 187.6 feet to an iron pin; thence
N 68-37 E, 95.0 feet to an iron pin at the corner of Batson Road, thence with said Batson Road,
S 41-56 E, 183.4 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagors herein by deed of Katherine Silver, dated
November 10, 1976, to be recorded simultaneously herewith.

"The mortgagor covenants and agree so long as this mortgage and the said note secured hereby are
insured under the National Housing Act, he 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 mortgagee 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 prepayment.

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