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

## MORTGAGE

This form is used in connection with mortgages insured under the new to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE \$55

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, PRESTON LEE AIKENS

of

GREENVILLE COUNTY, 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 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 FIFTY AND NO/100------Dollars (\$ 17,450.00 ), with interest from date at the rate of EIGHT per centum ( 8.00 ) per annum until paid, said principal and interest being payable at the office of COLLATERAL INVESTMENT COMPANY in BIRMINGHAM, ALABAMA

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, situate, lying and being in the State of South Carolina, County of Greenville, in Gantt Township, being known and designated as Lot No. 10 of a subdivision known as Donaldson Heights according to a plat thereof prepared February 1955 by C.C. Jones, Engineer, and recorded in the R.M.C. Office for Greenville County in Plat Book EE, at Page 115, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Horseshoe Circle, at the joint front corner of Lots Nos. 10 and 11 and running thence along the joint line of said lots, N. 24-47 W. 130 feet to an iron pin in the line of Lot No. 9; thence along the line of Lot No. 9, S. 65-13 W. 85 feet to an iron pin on the eastern side of said Horseshoe Circle, joint corner of Lots Nos. 9 and 10; thence along the eastern side of said Horseshoe Circle S. 24-47 E. 110 feet to an iron pin; thence with the curvature of said Horseshoe Circle, the chord of which is S. 69-47 E. 28.3 feet to an iron pin; thence continuing with the northern side of said Horseshoe Circle, N. 65-13 E. 65 feet to the point of BEGINNING.

This being the same property conveyed to the Mortgagor herein by deed of Charles W. Skelton and Marianna Skelton of even date to be recorded herewith.

COLLATERAL INVESTMENT COMPANY, 2233 Fourth Avenue North, Birmingham, Alabama 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; previded, henever, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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