

BOOK 1407 PAGE 807

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

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

FILED
GREENVILLE, CO. S. C.
AUG 23 9 43 AM '77

TO ALL WHOM THESE PRESENTS MAY COME, I, ~~CONVEYOR~~ ~~TAKER~~ ~~ROBERT~~ ~~BOBBY~~ A. Atkins, Jr. and Brenda R.M.C. A. Atkins

Greenville County, S. C., 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**, 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-four Thousand Eight Hundred Fifty and 00/100** Dollars (\$ **24,850.00**) 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 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 Ninety-one and 10/100** Dollars (\$ **191.10**), commencing on the first day of **October**, 1977, 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 **September, 2007**

NOT, 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 lot of land with the buildings and improvements thereon situate on the south side of Westwood Drive and the east side of Clear Creek Court, near the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 32 on plat of Section 1 of Westwood Subdivision, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-F, at Page 21, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Westwood Drive at the joint corner of Lots 32 and 33 and runs thence along the line of Lot 33 S. 47-33 W. 120 feet to an iron pin; thence along the line of Lot 79 N. 74-34 W. 90.9 feet to an iron pin; thence along the line of Lot 31 N. 3-24 E. 101 feet to an iron pin on the east side of Clear Creek Court; thence with the curve of Clear Creek Court (the chord being N. 50-10 E. 25 feet) to an iron pin; thence still with the curve of Clear Creek Court (the chord being N. 18-30 E. 30 feet) to an iron pin; thence along Clear Creek Court N. 68-00 E. 45 feet to an iron pin at the intersection of Clear Creek Court and Westwood Drive; thence with the intersection of said Court and Drive S. 69-48 E. 37.1 feet to an iron pin on the south side of Westwood Drive; thence along Westwood Drive S. 27-36 E. 59.5 feet to an iron pin; thence continuing along Westwood Drive S. 43-40 E. 55 feet to the **BEGINNING** corner.

This is the same property conveyed to the mortgagors herein by deed of Bobby R. Alexander and Carolyn L. Alexander to be recorded herewith.

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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