SOUTH CAROLINA FHA FORM NO. 2175W (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

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HENRY LEROY SMITH

Of

Greenville, South Carolina

. hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company

, a corporation Alabama organized and existing under the laws of . 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 Thirteen Thousand Fifty and No/100------------ Dollars (\$ 13,050.00), with interest from date at the rate per centum (8½ %) per annum until paid, said principal eight and one-half \circ and interest being payable at the office of Collateral Investment Company Birmingham, Alabama in

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 piece, parcel or lot of land situated, lying and being in the City of and County of Greenville, State of South Carolina, on the southern side of Prancer Avenue, and being known and designated as Lot No. 304 of Pleasant Valley, as shown on plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book P, at page 92, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Prancer Avenue at joint front corner of Lots 303 and 304 and running thence along with joint line of said lots S. 0-08 E. 160 feet to an iron pin; thence N. 89-52 E. 60 feet to an iron pin; thence along the joint line of Lots 304 and 305 N. 0-08 W. 160 feet to an iron pin; thence along the southern side of Prancer Avenue S. 89-52 W. 60 feet to the point of beginning.

DOCUMENTARY TAX PB. 11218 2 0 5. 24 12

Deed of Juanita W. Inness dated September 15, 1977, recorded in Deed Book <u>1064</u> page <u>938</u>, RMC Office for Greenville County, S. C.

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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