

2233 Fourth Ave., North  
Birmingham, Ala. 35203

GREENVILLE CO. S. C.

APR 14 4 05 PM '78

1428 48894

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

CONVENT MORTGAGE

This instrument is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, **Bennie Lee Smith and Bertha Mae Smith**

**Greenville County**

hereinafter called the Mortgagor, sends greetings:

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

organized and existing under the laws of **State 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 **Twenty-Four Thousand Seven Hundred and no/100--** Dollars (\$24,700.00-----) with interest from date at the rate of **eight and three-fourths-----** per centum - **8 3/4-** 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 **ACCORDING TO SCHEDULE A BELOW** Dollars (\$ ) commencing on the first day of **June** 1978 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 **May, 2008. Deferred interest shall be added to the principal balance monthly. The maximum aggregate amount by which said deferred interest shall increase the principal is \$1,000.26.**

NOT KNOWN 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 State of South Carolina:

**All that piece, parcel or lot of land, situate, lying and being on the northern side of Charlotte Street, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 7 of the Property of G. DeWitt Auld, plat of which is recorded in the RMC Office for Greenville County in Plat Book J, at page 211, said lot having such metes and bounds as shown thereon.**

This is the identical property conveyed to the Mortgagor herein by deed of **Edgar E. Owens**, of even date, to be recorded herewith.

SCHEDULE A

\$146.58 during the 1st note year	\$182.10 during the 4th note year
\$157.57 during the 2nd note year	\$195.75 during the 5th note year
\$169.39 during the 3rd note year	\$210.43 during the 6th note year
	and thereafter

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.

GCTC --- 1 APR 14 78 1498

3.0001

4328 RV-2