

2233 FOURTH AVE. N. BIRMINGHAM, ALABAMA 35203

ALABAMA 35203

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

4 28 78 MORTGAGE

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

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

1978 1100 407

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES E. JOHNSON AND NANCY W. JOHNSON

GREENVILLE, SOUTH CAROLINA

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 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-FIVE THOUSAND ONE HUNDRED

AND NO/100-----Dollars (\$25,100.00) 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 35203 or at such other place as the holder of the note may designate in writing, in monthly installments of ONE HUNDRED

NINETY SEVEN AND 54/100-----Dollars (\$ 197.54) commencing on the first day of JUNE 19 78, 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

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 GREENVILLE State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in Greenville County, S. C. on the northern side of Old Rutherford Road (Stollens Bridge Road) and shown on plat of property of James E. Johnson and Nancy W. Johnson dated April 28, 1978, by Carolina Surveying Co., recorded in Plat Book 6-0, at Page 74, and having, according to said plat, the following metes and bounds: to-wit:

BEGINNING at an iron pin on the northern side of Old Rutherford Road at the joint front corner with property now or formerly of Sanders and running thence with the line of Sanders, N. 13-30 W. 138.4 feet to an iron pin; thence with line of Sanders, N. 26-06 W. 313.8 feet to an iron pin on property line now or formerly of Folk; thence with Folk property line, N. 63-29 E. 100.5 feet to an iron pin; thence S. 22-35 E. 457.4 feet to an iron pin on the northern edge of Old Rutherford Road, thence with the edge of said Road, S. 67-18 W. 104.0 feet to the point of beginning.

Derivation: Deed Book 1078, Page 125 James E. Johnson and Nancy W. Johnson 4/28/78

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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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