SOUTH CAROLINA FHA FORM NO. 2175M (Rev. September 1972)

MORTGAGE FILED GREENVILLE CO. S. C.

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

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DONNIE S. TANKERSLEY R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ERNEST P. BOYER

of

Simpsonville, South Carolina

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

WHEREAS, the Mortgagor is well and truly indebted unto COLLATERAL INVESTMENT COMPANY, its

successors and assigns as their interest may appear

, a corporation

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

NOV, KNOV 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 lying in the State of South Carolina, County of Greenville, being known and designated as Lot No. 51 on a Plat of Hunters Acres Subdivision, dated May, 1952, prepared by W. J. Riddle, Surveyor, recorded in the RMC Office for Greenville County in Plat Book BB, at Page 51, and having, according to a more recent survey entitled "Property of Ernest P. Boyer" dated May 17, 1978, prepared by Carolina Surveying Co., the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Florence Drive at the joint front corner of Lots No. 50 and 51 and running thence with the joint line of Lots No. 50 and 51 N. 31-19 W. 162 feet to an iron pin on the edge of a branch; thence as a traverse line, with a branch being the property line, N. 69-25 E. 81.7 feet to an iron pin on the edge of said branch at the joint rear corner of Lots No. 51 and 52; thence with the joint line of Lots No. 51 and 52 S. 31-19 E. 146.5 feet to an iron pin on the northern side of Florence Drive; thence with the northern side of said Drive S. 58-41 W. 80 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Thomas E. Compton and Wanda D. Compton dated May 19, 1978, and to be recorded of even date 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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