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DONNIE S. TANKERSLEY
R.M.C.

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DONNIE S. TANKERSLEY
R.M.C.

HORTON, DRAWDY, MARCHBANKS, CHAPMAN
BOOK 1435 PAGE 500

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.

BOOK 1439 PAGE 119

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss: Collateral Investment Company
2233 Fourth Avenue, North
Birmingham, Alabama 35203

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES B. HUDGINS and JUNE B. HUDGINS,----------of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto COLLATERAL INVESTMENT COMPANY, Birmingham, Alabama----------, a corporation organized and existing under the laws of--the 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 Thousand Eight Hundred Fifty and No/100----------Dollars ($ 20,850.00--------), with interest from date at the rate of Nine----------per centum (---------9 %) 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 Sixty-Seven and 84/100----------Dollars ($ 167.84--------), commencing on the first day of July, 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 ----------June--------, 2008.

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 , State of South Carolina:

ALL that certain piece, parcel or lot of land located, lying and being in the County of Greenville, State of South Carolina, and being known as Lot No. 8 as shown on a plat entitled "Property of Nona Harris Squires", dated October 14, 1948, prepared by Piedmont Engineering Service, recorded in the Greenville County R.M.C. Office in Deed Book S at Page 151, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Texas Avenue at the joint front corner of Lots 8 and 9, said pin being 65.5 feet from the southwestern corner of the intersection of Texas Avenue and Peachtree Street and running thence along Texas Avenue S. 22-10 E., 67 feet to an iron pin at the joint front corner of Lots 7 and 8; thence along said lot line S. 71-00 W., 200 feet to an iron pin; thence, N. 22-10 W., 67 feet to the joint rear corner of Lots 8 and 9; thence N. 71-00 E., 200 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Lillian Ruth Stroud Tumblin recorded in the Greenville County R.M.C. Office in Deed Book 1081 at Page 489 on the 19 day of June, 1978.

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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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