

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

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**MORTGAGE**

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Kenneth C. Stewart and Margaret D. Stewart

Greenville, South Carolina

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

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

, a corporation  
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 in-  
corporated herein by reference, in the principal sum of **Thirty-three Thousand, Seven Hundred**  
**and no/100ths** Dollars (\$33,700.00), 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  
**Two Hundred Seventy-one and 29/100ths** Dollars (\$ 271.29 ),  
commencing on the first day of **July**, 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 **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 Mort-  
gagor 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 situate, lying and being in **Greenville County, South Carolina**, being shown as **Lot 25, Section Three of Richmond Hills**, plat of which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book **JJJ**, at Page **81**, and having, according to said plat, the following metes and bounds, to-wit:

**BEGINNING** at an iron pin on the northeasterly side of Tazewell Drive at the joint front corner of Lots 24 and 25 and running thence with the line of said lots, N. 54-37 E., 170 feet; thence S. 35-23 E. 90 feet; thence S. 54-31 W. 170 feet to a point on Tazewell Drive; thence with said Drive, N. 35-23 W. 90 feet to the point of beginning.

**DERIVATION:** This being the same property conveyed to Mortgagor herein by deed of **Larry R. Smith and Carolyn H. Cureton (formerly Carolyn H. Smith)** as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book **1079**, Page **935**, on May 30, 1978.

The mortgagor covenants and agrees so long as this mortgage and the said note secured hereby are insured under the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgage property on the basis of race, color, or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.  
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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