

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.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, Joshua J. Higgins

Greenville County, South Carolina, 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 incorporated herein by reference, in the principal sum of Twenty-One Thousand Three Hundred and no/100 Dollars (\$ 21,300.00), with interest from date at the rate of Nine and one-half per centum (9.5 %) 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 Seventy-Nine and 13/100 Dollars (\$ 179.13), commencing on the first day of October, 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 September, 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 Greenville State of South Carolina:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot No. 156 of a subdivision known as Pine Hill Village as shown on plat prepared by R.K. Campbell, R.L.S., November 30, 1960 and recorded in the R.M.C. Office for Greenville County in plat book QQ at page 168, and having, according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of West Castle Road, joint front corner of Lots 156 and 157 and running thence along the joint line of said lots, S.65-19 E. 125.2 to an iron pin at the joint rear corner of lots 148 and 149; thence along the rear line of lot 149, S.1-09 E. 36.65 feet to an iron pin at the rear corner of lot 155; thence along the line of that lot, N.86-13 W. 145.2 feet to an iron pin on the eastern side of West Castle Road; thence along the eastern and southeastern side of West Castle Road, following the curvature thereof in a northeasterly direction, 60.9 feet to an iron pin; thence continuing along the southeastern side of West Castle Road, N.23-46 E. 34.1 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of Julia M. Hooker of even date to be recorded 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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