χX GREENVILLE CO. S. C

## **MORTGAGE**

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

STATE OF SOLVINGEROLINA, COUNTY OF Greenville

Oct 16 10 40 ft! "7

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Elbert Parks and Mary Ann Parks Greenville, 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-seven Thousand Eight Hundred - - - -

Dollars (\$ 27,800.00 ), with interest from date at the rate per centum ( 91/2 nine and one-half 🖏 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 ---- Dollars (\$ 233.80 -Thirty-three and 80/100 - - - - commencing on the first day of November , 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 October

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 on the southeastern side of High Hill Street, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot 64 on a plat of Augusta Road Hills, recorded in the R.M.C. Office for Greenville County in Plat Book M, at Page 33, also Plat Book L, at Page 56, and having, according to said plat the following metes and bounds:

Beginning at an iron pin on the southeastern side of High Hill Street 139.7 feet southwest from Low Hill Street, at the corner of Lot 65 and running thence with the line of said lot S 47-50 E 165 feet to an iron pin in the line of Lot 68; thence with the lines of Lots 68 and 69, S 42-10 W 60 feet to an iron pin at the corner of Lot 63; thence with the line of said Lot, N 47-50 W 165 feet to an iron pin on High Hill Street; thence with the southeastern side of said Street, N 42-10 E 60 feet to the beginning corner.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above property.

This is the same property conveyed to the mortgagors by Jacob Oliver and Ella Mae Oliver by deed dated October 14, 1978 and recorded in the R.M. C. Office for Greenville County in Deed Book 1089 at Page 951, on October 16

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.

FHA-2175M (1-78)