

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

FILED **MORTGAGE**  
GREENVILLE CO. S. C. GREENVILLE CO. S. C.

BOOK 1438 PAGE 139

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

JUL 14 1 59 PM '78

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DUPLICATE S. TANKERSLEY R.M.C. DUPLICATE S. TANKERSLEY R.M.C.

BOOK 1447 PAGE 513

TO ALL WHOM THESE PRESENTS MAY CONCERN:

LEONARD L. OSBORNE AND DIANNE OSBORNE of 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 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 TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 Dollars (\$ 22,850.00), with interest from date at the rate of NINE AND ONE-HALF per centum ( 9 1/2 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, P.O. Box C-180 in Birmingham, Alabama 35283

or at such other place as the holder of the note may designate in writing, in monthly installments of ACCORDING TO SCHEDULE A. BELOW, Dollars (\$ ), commencing on the first day of September, 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 August, 2008. Deferred interest shall be added to the principal balance monthly. The maximum aggregate amount by which said deferred interest shall increase the principal is \$1,131.55.

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 in the State of South Carolina, County of Greenville being known and designated as Lot 58 on a plat of Pecan Terrace recorded in the RMC Office for Greenville County in Plat Book GG at Page 9 and a more recent plat of "Property of Leonard L. Osborne and Dianne Osborne" dated July 11, 1978 prepared by Carolina Surveying Company and having according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern edge of Rocky Knoll Drive at the joint front corner of Lots 57 and 58 and running thence with the joint line of said lots, N. 64-34 E., 172.5 feet to an iron pin; thence S. 2-21 E., 92.3 feet to an iron pin at the joint rear corner of Lots 58 and 59; thence with the joint line of Lots 58 and 59, S. 64-34 W., 136.5 feet to an iron pin on the eastern edge of Rocky Knoll Drive; thence with the edge of Rocky Knoll Drive, N. 25-26 W., 85 feet to an iron pin being the point of beginning.

This is the same property conveyed to the mortgagors by Deed of Marvin E. McAllister and Edna C. McAllister recorded July 14, 1978 in Deed Book 1083 at Page 127, RMC Office for Greenville County.

**SCHEDULE A**

|           |                          |           |   |
|-----------|--------------------------|-----------|---|
| \$ 145.60 | during the 1st note year | \$ 180.88 | during the 4th note year                |
| \$ 156.52 | during the 2nd note year | \$ 194.44 | during the 5th note year                |
| \$ 168.26 | during the 3rd note year | \$ 209.03 | during the 6th note year and thereafter |

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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