

Mortgagee's address 2100 First Avenue, North Birmingham ALABAMA 35203

1453 448

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.

With deferred interest and increasing monthly installments

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SPENCER E. TANNER and HELEN B. TANNER----- 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 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 Forty-Two Thousand Eight Hundred and No/100 Dollars (\$ 42,800.00-----), 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----- in Birmingham, Alabama-----

or at such other place as the holder of the note may designate in writing, in monthly installments of According to Schedule A of said Note----- Dollars (\$ ), commencing on the first day of February , 1979 , 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 January -----, 2009. \*\*

NOT, 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, together with all improvements thereon, located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 24 on plat entitled "Chesterfield Estates, Section 1", prepared by Weaner Engineering Co., Inc., dated February 26, 1974, recorded in the Greenville County R.M.C. Office in Plat Book 5D at Page 51 and being also shown on a more recent plat thereof entitled "Property of Spencer E. Tanner and Helen B. Tanner", prepared by Freeland & Associates, dated December 15, 1978, and recorded in the Greenville County R.M.C. Office in Plat Book 6Y at Page 23, and having, according to last named plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southern side of Charterhouse Avenue at the joint front corner of Lot 24 and 25 (said old iron pin being 245 feet, more or less, from the intersection of Charterhouse Avenue and Cooperfield Avenue) and running thence along the joint line of said lots S. 60-32-42 W., 135 feet to an old iron pin at the joint rear corner of Lots 24 and 25; thence N. 40-23 W., 52.31 feet to an old iron pin at the joint rear corner of Lots 23 and 24; thence along the joint line of said lots N. 30-55-56 E., 130 feet to an old iron pin on the southern side of Charterhouse Avenue at the joint front corner of Lots 23 and 24; thence along the southern side of Charterhouse Avenue S. 59-04-05 E., 5.08 feet to a new iron pin; thence continuing with the curve of Charterhouse Avenue, the radius of which is 225 feet and the arc of which is 116.29 feet, S. 44-16-11 E., 115.09 feet to an old iron pin at the joint front corner of Lots 24 and 25, the

-----continued on reverse-----  
\*\* Deferral of interest may increase the principal balance to \$42,983.52.

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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