

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, J. Larry Phifer and Dianne F. Phifer of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greeting.

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 Three Thousand Four Hundred Fifty and No/100 Dollars (\$23,450.00), with interest from date at the rate of Eight and One-half per centum (8 1/2 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North in Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Eighty and 33/100 Dollars (\$180.33), commencing on the first day of January, 1971, 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 December, 2000.

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 those certain pieces, parcels or lots of land, situate, lying and being on the south side of Fernwood Lane in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 21, 22, 23, 24, 25 on plat of Cleveland Forest recorded in the RMC Office for Greenville County in Plat Book M, at Pages 56 and 57, and also two lots lying immediately south of Lots 21 and 22, as shown on said plat, and being more particularly described on a plat of Property of J. Larry Phifer and Dianne F. Phifer, made by Carolina Engineering & Surveying Co., December 1970, recorded in the RMC Office for Greenville County in Plat Book 4-h, at Page 119, as follows:

Beginning at an iron pin on the south side of Fernwood Lane, joint front corner of Lots 25 and 26 and running thence along the common line of said Lots S. 26-16 E. 41.8 feet to an iron pin; thence running along the rear lines of Lots 22, 23, 24 and 25 S. 64-44 W. 191.8 feet to an iron pin; thence running S. 17-30 E. 53.5 feet to an iron pin; thence running S. 64-55 W. 100.8 feet to an iron pin; thence running N. 25-16 W. 187.8 feet to an iron pin on the south side of Fernwood Lane; thence running S. 82-46 E. 142.2 feet to an iron pin; thence still with the south side of Fernwood Lane N. 70-0 E. 180.8 feet to the point of beginning.

"The mortgagor covenants and agree 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 mortgaged 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.

Mortgage Assigned to: First Federal Savings & Loan Association of Port Jervis
Collateral Investment Company
3rd December 1970
Vol. 1175 # 455
this 14 of Dec 1970 # 13881