

2233 Tuckin Ave, N.
Birmingham, Ala 35203

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SOUTH CAROLINA
MORTGAGE
RECORDING

MORTGAGE

GREENVILLE, CO. S. C.

1403 734
RECORDED
INDEXED
MAY 11 1977
GREENVILLE, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

SEP 11 20 1977
DEAN E. TANNERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN

THOMAS O'DANIEL AND VIRGINIA M. O'DANIEL 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 in-
corporated herein by reference, in the principal sum of **THIRTY THOUSAND FOUR HUNDRED AND
NO/100THS-----** Dollars (\$ **30,400.00-----**), with interest from date at the rate
of **EIGHT AND ONE-HALF-----** per centum (**8.50-----**) 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 THIRTY-THREE AND 78/100THS-----** Dollars (\$ **233.78-----**),
commencing on the first day of **OCTOBER** 19 **77**, 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** 2007.

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 Mort-
gagor 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
City of Mauldin, County of Greenville, State of South Carolina, at the Western inter-
section of Archdale Drive and Manchester Drive and being known and designated as
Lot No. 49 on plat of Section III, Montclair, recorded in the RMC Office for Green-
ville County in Plat Book WWW at Page 57, and having according to said plat, the
following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the Northwestern side of Archdale Drive, joint
corner of Lots 49 and 50 and running thence with the common line of said lots N.
60-42 W. 100 feet to an iron pin; thence with the common line of Lots 48 and 49 N.
29-18 E. 146.5 feet to an iron pin on the Southern side of Manchester Drive; thence
along said Manchester Drive S. 58-0 E. 75 feet to an iron pin; thence with the inter-
section of Manchester Drive and Archdale Drive, the chord being S. 14-56 E. 35.7
feet to an iron pin; thence along the Northwestern side of Archdale Drive S. 29-18
W. 118.7 feet to an iron pin, the point of beginning.**

**THIS being the same property conveyed to the Mortgagors herein by a certain
deed of James L. McMahan dated August 31, 1977, and thereafter filed for record
in the RMC Office for Greenville County on September 1, 1977, in Deed Book 1063
at Page 955.**

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 ab-
solute, 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 for-
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-
sons 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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