

Mortgagee's address:
P O Box C-180
Birmingham, Ala 35283

BOOK 1443 PAGE 842

MORTGAGE

This form is used in connection with mortgages insured under the new 10-year family provision of the National Housing Act.

STATE OF SOUTH CAROLINA,
COUNTY OF Greenville

GREENVILLE CO. S.C.

SEP 11 4 28 PM '78

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James R. Clardy, Jr. and Martha A. Harvey
Greenville County, 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 **Thirty-three Thousand Fifty and No/100** Dollars (\$ 33,050.00), with interest from date at the rate of **nine and one-half** per centum (9.50 %) 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 Seventy-seven and 95/100** Dollars (\$ 277.95), commencing on the first day of **October**, 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 **September, 2008**.

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: on the western side of East Circle Drive in the **Overbrook** Section of the City of Greenville, being shown and designated as Lot Number 100 on a plat of **EASTLAKE** subdivision prepared by Dalton and Neves, Engineers, dated February 1955, recorded in Plat Book JJ at Page 123 of the RMC Office for Greenville County, South Carolina. **

This is the same property conveyed to the mortgagors by deed of Howard B. Parker, Jr. and Gail G. Parker dated September 8, 1978, and recorded on even date herewith.

** This property is more specifically shown on plat entitled "Property of James R. Clardy, Jr. and Martha A. Harvey" prepared by Freeland & Assoc. dated 9-8-78, recorded in Plat Book 67, Page 34; said plat specifically showing a strip of land 261.9 feet in length and approximately 5 ft. in width described as an old sidewalk or walk-way, said strip included in deed conveyance.

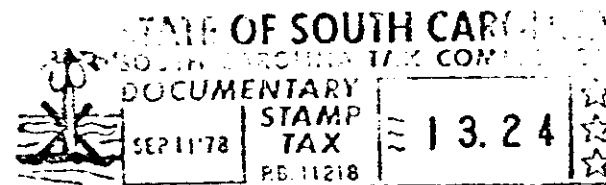
Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now 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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