

MORTGAGE

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

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Brian P. Diller and Syble O. Diller ----- 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 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 Sixteen Thousand Three Hundred Fifty and No/100 -----Dollars (\$ 16,350.00 -----), with interest from date at the rate of Nine and One-half -----per centum (9.5-----%) 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 One Hundred Thirty-seven and 50/100 -----Dollars (\$ 137.50-----), commencing on the first day of December -----, 19 78, 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 November, 2008.

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 Greenville ----- State of South Carolina:

ALL that certain piece, parcel or lot of land located, lying and being in the State of South Carolina, County of Greenville and being known and designated as Lot No. 57, Section 1, as shown on plat entitled "Section No. 1, Subdivision of Village Houses, F. W. Poe Manufacturing Company", dated July, 1959, prepared by Dalton & Neves, recorded in the Greenville County R.M.C. Office in Plat Book Y at Pages 26 through 31, inclusive, and according to said plat, the within described lot is also known as Lot 32, Second Avenue and fronts thereon 65 feet, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 58 and 57 on Second Avenue, Poe Mill, and running thence S. 41-14 E., 65 feet to an iron pin at the joint front corner of Lots 57 and 56; thence S. 49-58 W., 100.3 feet to an iron pin at the joint rear corner of Lots 57 and 56; thence N. 40-58 W., 65 feet to an iron pin at the joint rear corner of Lots 57 and 47; thence N. 49-26 E., 100 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of B. E. Huff and Beattie G. Huff recorded in the R.M.C. Office for Greenville County in Deed Book 1091 at Page 478 on the 8 day of November, 1978.

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.

RECORDED IN NOV 27 1978

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