

FILED
GREENVILLE CO. S. C.
MAY 1 2 34 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

vol 1404 page 981

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: We, PEARL BENSON and PRUDENCE BALLINGER
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 TWENTY FOUR THOUSAND, FOUR HUNDRED AND
FIFTY and No/100----- Dollars (\$24,450.00), with interest from date at the rate
of Ten----- per centum (10 %) per annum until paid, said principal
and interest being payable at the office of Collateral Investment Company, 2100 First
Avenue North in Birmingham, Alabama 35203
or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED
AND FOURTEEN and 67/100----- Dollars (\$ 214.67),
commencing on the first day of June, 19 79, 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 May, 2009.

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, being shown and designated as Lot 106 according to a plat
entitled "OAKVIEW", said plat being recorded in the R.M.C. Office for Greenville
County in Plat Book 4-R at Page 18, and having, according to said plat, the follow-
ing metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of
Cotswold Terrace, at the joint front corner of Lots Nos. 105 and 106, and running
thence along the common line of said lots, N. 0-10 W. 196.3 feet to an iron pin;
thence running N. 89-59 E. 75 feet to an iron pin at the joint rear corner of Lots
Nos. 106 and 107; thence along the common line of said lots, S. 0-10 E. 196.3 feet
to an iron pin on the northern side of Cotswold Terrace; thence running along the
northern side of said Terrace, S. 89-59 W. 75 feet to the point of beginning.
This is the same property conveyed to the mortgagors herein by deed of Charlotte B.
Smith, dated April 30, 1979, and recorded simultaneously herewith.

The mortgagors covenant and agree so long as this mortgage and the said note secured
hereby are insured under the National Housing Act, they 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.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
MAY 1 1979 TAX 09.80

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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