

FILED
GREENVILLE CO. S. C.
MAY 14 4 14 PM '79
DONNIE S. TANKERSLEY
R.M.A.

MORTGAGE

This instrument is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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TO ALL WHOM THESE PRESENTS MAY CONCERN: Robert P. Harling

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 Nineteen Thousand Five Hundred Fifty and 00/100 Dollars (\$ 19,550.00).

with interest from date at the rate of Ten per centum (10.00 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2100 First 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 Seventy Seven and 71/100 Dollars (\$177.71), 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 2004.

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 that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being known and designated as Lot No. 86, Block E, East Park Addition to Boyce Lawn, a plat of which is recorded in the RMC Office for Greenville County in Plat Book A, at Page 383, and having according to a more recent plat of the property of Robert P. Harling prepared by R. B. Bruce, RLS #1952 dated April 24, 1979, and recorded in the RMC Office for Greenville County in Plat Book 9-E at Page 81, reference to said plat being hereby craved for a metes and bounds description.

This being the same property conveyed to the mortgagor herein and C. Darrell Floyd by deed of Mary Ellen McDonald recorded in the RMC Office for Greenville County on September 18, 1978 in Deed Book 1088 at Page 43. Subsequently, C. Darrell Floyd conveyed his one-half undivided interest in and to Robert P. Harling by deed recorded in the RMC Office for Greenville County on March 15, 1979 in Deed Book 1098 at Page 501.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP TAX
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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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein 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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