

✓ LEAH... WHEELER, TODD & ...
Mortgagee's Address:
2100 First Avenue, North
Birmingham, Alabama 35203

GREENVILLE CO. S.C.
MAY 17 4 45 PM '79
MORTGAGE
R.M.C.

va 1466 - 310
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: J. KENNETH ALLISON, JR.

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 Thirty Eight Thousand and 00/100-----Dollars (\$ 38,000.00-----). with interest from date at the rate of -----ten (10%)-----per centum (-----10%) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company in Birmingham, Alabama

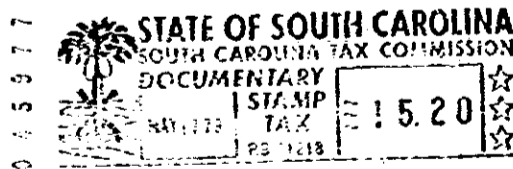
or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Thirty Three and 64/100-----Dollars (\$ 333.64-----), commencing on the first day of July, 19 79, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June 1, 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 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 in the County of Greenville, State of South Carolina, near the City of Greenville, and being shown as Unit 88 on plat of Harbor Town, recorded in the R.M.C. Office for Greenville County in Plat Book 5P at Pages 13 and 14, and being more particularly described according to a plat entitled "Property of J. Kenneth Allison, Jr." by Freeland and Associates, dated April 24, 1979, as follows:

BEGINNING at a point at the joint corner of Units 88 and 89 and running thence S. 38-35 W. 20.2 feet; thence turning and running N. 51-25 W. 83 feet; thence turning and running N. 38-35 E. 20.2 feet; thence turning and running S. 51-25 E. 83 feet to the point of beginning.

BEING the same property conveyed to the Mortgagor herein by deed of R. Daniel Capell, said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1102 at Page 782.



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 repayment.

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