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MORTGAGE

WITH DEFERRED INTEREST AND INCREASING GREENVILLE CO. S. C.
INSTALLMENTS

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:

JUN 1 12 55 PM '79
DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: BRIAN FOX AND RITA JOYCE FOX

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 incorporated herein by reference, in the principal sum of Forty-One Thousand Five Hundred and No/100 Dollars (\$41,500.00), 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 in Birmingham, Alabama

or at such other place as the holder of the note may designate in writing, in monthly installments of ACCORDING TO SCHEDULE A OF SAID NOTE Dollars (\$), commencing on the first day of July, 1979, 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, 2009

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 those certain pieces, parcels, or lots of land in the County of Greenville, State of South Carolina, on the southwesterly side of Great Glen Court, being shown as Lot No. 60 and a portion of Lot No. 61 on the plat of Del Norte Estates, recorded in the RMC Office for Greenville County, S. C., in Plat Book "WWW", at Pages 32 and 33 (for plat showing the portion of Lot No. 61 referred to above see Plat Book "4 I", at Page 99), and having, according to said plats, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwesterly side of Great Glen Court said pin being the joint front corner of Lots Nos. 60 and 61 and running thence along the southwesterly side of said Court S. 31-55 E. 90 feet to a curve; thence around said curve the chord of which is S. 13-19 W. 25 feet to an iron pin on the northwesterly side of Great Glen Court, joint front corner of Lots Nos. 59 and 60; thence with the joint line of said lots, S. 70-09 W. 147.9 feet to an iron pin in the line of Lot No. 65; thence with the line of Lot No. 65, N. 21-27 W. 75 feet to an iron pin, the joint rear corner of Lots Nos. 60 and 61; thence on a new line through Lot No. 61, N. 53-59 E. 76.72 feet to an iron pin; and N. 60-12 E. 72.32 feet to an iron pin, the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of John M. Ballentine and Ruth C. Ballentine (same as John M. Balentine, Jr. and Ruth C. Balentine), dated 1 June 1979, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: 2100 First Avenue, North, Birmingham, Alabama 35203.

**DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$43,793.46.

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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