

P. O. Box C-180
Birmingham, Ala. 35283
GREENVILLE, S.C.

1412-123

MORTGAGE

This form is used as a guide only. It is not intended to be used for the purpose of recording the provisions of the National Housing Act.

JUL 2 11 16 AM '79

DONNE TANKERSLEY

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: That we, **ELMER R. MYUS**
and **BARBARA L. MYUS** 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 **THIRTY-FIVE THOUSAND SIX HUNDRED**
Dollars (\$ **35,600.00**) 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**
or at such other place as the holder of the note may designate in writing, in monthly installments of
THREE HUNDRED TWELVE and 57/100 - - - - - Dollars (\$ **312.57**),
commencing on the first day of **August**, 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 **July, 2009**

NOT KNOWN 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 12 on a Plat of MRS.
FARLEY H. JONES PROPERTY, recorded in the RMC Office for Greenville
County in Plat Book NN, at Page 83. Said Lot fronts 78.8 feet on the
northwestern side of Curtis Road; runs back to a depth of 192.0 feet on the
its eastern boundary; runs back to a depth of 160.0 feet on its western
boundary, and has 147.5 feet across the rear.**

This is the same property conveyed to the Mortgagors herein by deed of
**Jimmy R. Huff and Alice T. Huff, dated June 26, 1979, to be recorded
simultaneously herewith.**

"The mortgagor covenants and agree so long as this mortgage and the said
note secured hereby are insured under the National Housing Act, he will
not file for record or execute any instrument which imposes a restriction
upon the sale or occupancy of the mortgage 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."

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
1424

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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