

FILED  
OFFICE OF THE REGISTER OF DEEDS  
MORTGAGE  
JUL 29 11 22 AM  
DONNIE T. HARRISLEY  
R.M.C.

1414-141  
RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS  
WITH THE ORIGINAL INSTRUMENT UNDER THE  
ACT OF MARCH 11, 1907, AS AMENDED BY  
THE NATIONAL FIRE INSURANCE ACT

STATE OF SOUTH CAROLINA,  
COUNTY OF \_\_\_\_\_

Mortgagee's Address:  
2233 Fourth Ave., No.  
Birmingham, AL 35203  
(P5592)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GORDON E. MANN

Greenville, South Carolina

of 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 **THIRTEEN THOUSAND TWO HUNDRED FIFTY AND NO/100** Dollars (\$ 13,250.00 ) 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 **ONE HUNDRED TWENTY AND 44/100** Dollars (\$ 120.44 ), commencing on the first day of **September**, 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 **August**, 2004.

**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 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 with improvements thereon located on the westerly side of David Street being shown on a plat of the Property of Gordon E. Mann dated July 23, 1979 prepared by Freeland & Associates, recorded in Plat Book 7-J at page 84 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the westerly side of David Street, which iron pin is 181 feet more or less from Stall Street, and running thence with David Street S 24-00 E 96.90 feet to a new spike; thence S 69-57 W 130.18 feet to an iron pin; thence N 23-00 W 66.5 feet to an iron pin; thence N 56-30 E 130.50 feet to the point of beginning.**

This property is conveyed subject to a driveway leading from said David Street located on the southern property line, one-half of which is on the above described lot, and the other one-half on the adjoining lot. It is understood that this driveway is to be used jointly by the owners of both lots.

This is the same property conveyed to the mortgagor by deed of Nancy E. Brezeale, recorded on February 18, 1975 in Deed Book 1014 at page 751 in the RMC Office for Greenville County.

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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