

OCT 31 4 42 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

This form is used in connection with mortgages recorded under the laws of the State of South Carolina and the National Housing Act.

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James G. Gilliland and Betty W. Gilliland, hereinafter called the Mortgagor, send(s) greetings:
Greenville, South Carolina

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company

a corporation
hereinafter
organized and existing under the laws of the State of Alabama
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 one thousand and 00/100 -----
Dollars (\$ 31,000.00).

with interest from date at the rate of Eight ----- per centum (8.0 %)
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 Two hundred twenty
seven and 47/100 ----- Dollars (\$ 227.47).
commencing on the first day of December, 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 November, 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 lot of land in Greenville County, South Carolina, on the eastern side of Folkstone Street near the City of Greenville, being shown as Lot 137 on plat of Chestnut Hills No. 1, which plat is recorded in Plat Book QQ at Page 83, and having according to said plat the following metes and bounds:

Beginning at a point on the eastern side of Folkstone Street at the joint front corner of Lots 136 and 137 and running thence S. 82-05 E. 159.2 feet; thence with line of Lot 128, S. 14-23 W. 95 feet to an iron pin; thence with line of Lot 138, N. 76-50 W. 160.1 feet to an iron pin on the eastern side of Folkstone Street; thence with said Street N. 15-23 E. 80 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Fred A. Cashion and Shirley J. Cashion dated October 31, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1114 at Page 719.

STATE OF SOUTH CAROLINA
DOCUMENTARY
RECORDED

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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