

MORTGAGE

This instrument is subject to the provisions of the National Housing Act.

GREENVILLE, S. C.
NOV 16 10 57 AM '79
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

200: 1488 REG: 520

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

TO ALL WHOM THESE PRESENTS MAY CONCERN

GREENVILLE, S. C.

NOV 16 10 57 AM '79

TO ALL WHOM THESE PRESENTS MAY CONCERN DONNIE B. RUSSELL
R.M.C.

KIMBALL W. RUSSELL & MARCIA R. RUSSELL

Greenville, South Carolina

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

Collateral Investment Company

organized and existing under the laws 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 Fifty Seven Thousand and 00/100 Dollars (\$ 57,000.00)

with interest from date at the rate of Ten and one-half per centum (10 1/2) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2100 First Avenue N. in Birmingham, Alabama 35203 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 November, 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 October, 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 situate, lying and being in the State of South Carolina, County of Greenville, City of Mauldin, being known and designated as Lot No. 175 on plat of FORRESTER WOODS, SECTION IV, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 4-R, at page 68 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin, 419.7 feet more or less, south of Gilder Creek Rd. at the joint front corner of Lots No. 175 & 176 and running thence N. 76-55 E. 194.3 feet to an iron pin; thence S. 51-45 E. 140 feet to an iron pin; thence S. 68-55 W. 255 feet to an iron pin at the joint rear corner of Lots No. 175 & 174; thence N. 40-00 W. 135.5 feet to an iron pin; thence with the curb of the culdesac of Pheasant Trail the cord of which is N. 40-29 E. 40 feet to an iron pin, the point of beginning.

Subject to easements and restrictions of record.

of Robert A. Hendrix, Jr., et al

This being the same property conveyed to the Mortgagors by deed/dated October 5th, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book 1113 at page 76

DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$60,465.59

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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