

FILED
GREENVILLE CO. S. C.

MORTGAGE

REC-1190 REG-440

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

DEC 5 3 49 PM '79

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } S.S.:

TO ALL WHOM THESE PRESENTS MAY CONCERN: Samuel P. Vause, Jr.

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

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

, a corporation
, hereinafter
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
Twenty-two Thousand and no/100ths-----Dollars (\$ 22,000.00),

with interest from date at the rate of eight per centum (8 %) 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 Sixty-one and 43/100ths-----Dollars (\$ 161.43), commencing on the first day of February, 19 80, 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 January, 2010

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 together with the buildings and improvements thereon situate, lying and being on the north side of McMakin Drive being shown as all of Lot 31 on Plat of Dukeland Park, prepared by Dalton & Neves, Engineers, June, 1940, which plat is recorded in Plat Book "J", Pages 220 and 221 in the RMC Office for Greenville County, South Carolina, and having according to a recent survey and plat of the property of Samuel P. Vause, Jr. prepared by Freeland & Associates, dated November, 1979, the following metes and bounds to-wit:

BEGINNING at an iron pin on the north side of McMakin Drive, at joint front corner of Lots 31 and 32, which point is 223.4 feet from the intersection of the north side of McMakin Drive with the east side of Dukeland Drive, thence along the joint line of said lots, N 8-28 E 150 feet to an iron pin in the line of lot 34; thence S 81-32 E 50 feet to an iron pin* on the north side of McMakin Drive; thence along the north side of said Drive N 81-32 W 50 feet to the point of beginning. * at the joint rear corners of lots 30 and 31; thence S 8-28 W 150 feet to an iron pin

DERIVATION: This is the same property conveyed to Mortgagor herein by deed of Elizabeth C. Chambers as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1116, Page 872, on December 5, 1979.

THE Mortgagor covenants and agrees so long as this mortgage and the said note secured hereby are insured under the National Housing Act, he will not execute or file for record 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

and payable either with an 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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