800x 1297 PAGE 159

SOUTH CAROLINA 10 12 11 PH '73 (Rev. March 1971)

MORTGAGE

DONNIE S. TANKERSLEY R.H.C.

STATE OF SOUTH CAROLINA, COUNTY OF

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CLIFTON C. LANDRETH

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 incorporated herein by reference, in the principal sum of Ten Thousand Two Hundred and No/100), with interest from date at the rate %) per annum until paid, said principal eight & one-half per centum (8-1/2and interest being payable at the office of Collateral Investment Company, 2233 Fourth Birmingham, Alabama in Avenue, North or at such other place as the holder of the note may designate in writing, in monthly installments of Seventy Eight and 44/100----- Dollars (\$ 78.44 commencing on the first day of January , 19 74, 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 December 2003

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 piece, parcel or lot of land with all improvements thereon situate lying and being on the northeastern side of Sturtevant Street in the County of Greenville, State of South Carolina and being more particularly described as Lot No. 124, Section 1, as shown on a plat entitled, "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina," made by Dalton & Neves, Engineers dated February, 1959 and recorded in the RMC Office for Greenville County, S.C. in Plat Book QQ, pages 56 through 59, reference to which is hereby craved for the metes and bounds thereof. According to said plat, the within described lot is also known as No. 8 Sturtevant Street.

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 mortgaged 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.

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

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 total, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such any liege is a verificant the least thirty (30) days prior to prepayment; and, provided, further, that in the event the debt is paid in full prior to maturity and