

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

DATE: 8/17/78
BY: S. TANKERSLEY
Mortgagees Address:
2233 Fourth Avenue, North
Birmingham, Alabama 35203

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN R. BUZBY and ANNA M. BUZBY

Greenville County, South Carolina

of
hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

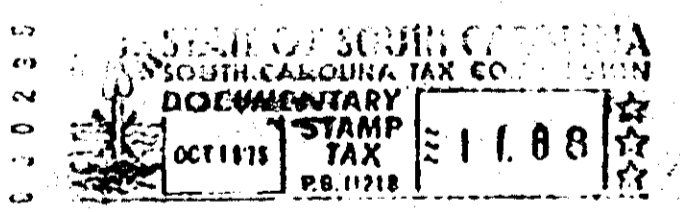
COLLATERAL INVESTMENT COMPANY

organized and existing under the laws of the State of Alabama, a corporation 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 Twenty Nine Thousand Two Hundred and no/100 Dollars (\$29,200.00), with interest from date at the rate of Eight and one-half per centum (8-1/2 %) 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 Four and 55/100 Dollars (\$224.55), commencing on the first day of December, 1976, 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, 2006.

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, Town of Simpsonville, State of South Carolina: on the south side of Newgate Drive and being known and designated as Lot No.104 on Plat of Bellingham, Section 2, recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-N, at Page 79. Said lot fronts 45 feet on the southern side of Newgate Drive and runs back to a depth of 128.9 feet on the eastern side; and to a depth of 136 on the western side and is 169.5 feet across the rear, reference to said plat is hereby craved for a more complete description thereof.

The mortgagor covenants and agree so long as this mortgage and the said note secured hereby are insured under the National Housing Act, they 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 due and payable.

The above is the same property conveyed to mortgagors herein by deed from Hugh P. Sheppard and Carole A. Sheppard of even date hereof and recorded herewith.



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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