SOUTH CAROLINA

VA Form 26-4338 (Home Loan) Revised September 1975. Use Optional. Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage

## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS: James C. Moseley, Jr.

of
Greenville County, South Carolina , hereinafter called the Mortgagor, is indebted to
Collateral Investment Company

, a corporation organized and existing under the laws of the State of Alabama , hereinafter called 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 Seventy Thousand and no/100-----\_\_\_\_\_Dollars (\$70,000.00), 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, 2233 Fourth Avenue North , or at such other place as the holder of the note may in Birmingham, Alabama designate in writing delivered or mailed to the Mortgagor, in monthly installments of Five Hundred Thirteen and 80/100------Dollars (\$ 513.80 ), commencing on the first day of , 19 77, and continuing 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 June , 2007-

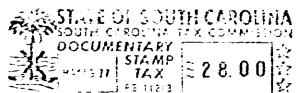
Now, Know All Men, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville, State of South Carolina;

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the northeastern side of Old Town Way, and being shown and designated as Lot 35 of Holly Tree Plantation as shown on a plat thereof dated May 28, 1973, prepared by Enwright Associates, Inc., recorded in the R.M.C. Office for Greenville County in Plat Book 4X at page 33, and having the following metes and bounds according to a more recent plat thereof entitled "Property of James C. Moseley, Jr.," dated May 17, 1977, prepared by Webb Surveying & Mapping Co. recorded in the R.M.C. Office for Greenville County in Plat Book 6D at page 51;

BEGINNING at an old iron pin on the northeastern side of Old Town Way at the joint front corner of lots 35 and 36, and running thence with the line of lot 36, N. 44-12-48 E., 130.82 feet to an Old Iron Pin at the joint rear corner of lots 35 and 36; thence, S. 54-01 E., 176.14 feet to an old iron pin at the joint rear corner of lots 35 and 34; thence with the line of lot 34, S. 60-40 W., 181.24 feet to an old iron pin at the joint front corner of lots 35 and 34 on the northeastern side of Old Town Way; thence with the northeastern side of Old Town Way, N. 37-33 W., 124.27 feet to the point of beginning.

The above described property is the same property which was conveyed to the mortgagor herein by deed from Andrew E. Wise and Aurelia S. Wise executed and recorded on May 19, 1977.

The Mortgagee's address is: 2233 Fourth Avenue North, Birmingham, Alabama
Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances
to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that
the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all
fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto
the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty
and are a portion of the security for the indebtedness herein mentioned;



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