

P.O. Box C-180  
Birmingham, Alabama

RILEY & RILEY

1438 259

# MORTGAGE

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

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

RECORDED  
STAMP  
TAX  
12.72

TO ALL WHOM THESE PRESENTS MAY CONCERN: FRANK A. GLENN, JR. and CYNTHIA P. GLENN

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 **Thirty-one Thousand, Eight Hundred, and No/100**-----Dollars (\$ 31,800.00 ), with interest from date at the rate of **Nine & One-half** per centum ( 9-1/2 %) per annum until paid, said principal and interest being payable at the office of **Collateral Investment Company, 2100 1st Avenue North** in Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred, Sixty-seven and 44/100**-----Dollars (\$ 267.44 ), commencing on the first day of **September**, 1978, 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 **August, 2008**.

NOV, 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 with the buildings and improvements thereon, lying and being at the easterly intersection of Birchbark Drive and Notchwood Court, being known and designated as Lot No. 35 on plat entitled "Section 2, Parkdale Subdivision", as recorded in the RMC Office for Greenville County, S.C. in Plat Book BBB, Page 121, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Birchbark Drive, said pin being the joint front corner of Lots 35 and 36 and running thence with the common line of said Lots, N. 21-35 E. 156 feet to an iron pin, the joint rear corner of Lots 35 and 36; thence N. 42-49 W. 89 feet to an iron pin, the joint front corner of Lots 34 and 35; thence with the southeasterly side of Notchwood Court, S. 47-11 W. 155.6 feet to an iron pin; thence on a curve, the chord of which is S. 5-20 E. 39.6 feet to an iron pin on the northerly side of Birchbark Drive; thence with the northerly side of Birchbark Drive, S. 57-50 E. 96.7 feet to an iron pin; thence continuing with said Drive, S. 66-27 E. 34.3 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the mortgagors herein by deed of John H. Flanigan & Lois J. Flanigan to be 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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