

P.O.Box C-180
Birmingham, Alabama

RILEY & RILEY

144-2314

MORTGAGE

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

GREENVILLE CO. S.C.
317 1 19 PM
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: ROY L. GOSNELL and DONNA W. GOSNELL

of
Greenville County, 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 the State 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-six Thousand, Six Hundred and No/100-----** Dollars (\$26,600.00), with interest from date at the rate of **Nine and 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 First Avenue, North in Birmingham, Alabama 35283
or at such other place as the holder of the note may designate in writing, in monthly installments of -----
Two Hundred, Twenty-three & 71/100----- Dollars (\$ 223.71), commencing on the first day of **October**, 19 78, 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 **September, 2008**

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 those certain peices, parcels or lots of land situate, lying and being on the north side of Maywood Drive in the County of Greenville, State of South Carolina and being the major portion of Lot 75 and a portion of Lot 76 on plat of Number Two of Thornwood Acres, recorded in the RMC Office for Greenville, S.C. in Plat Book MM, Page 105, and having, according to a more recent plat prepared by Carolina Surveying, dated August 11, 1978, entitled "Property of Roy L. Gosnell and Donna W. Gosnell", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Maywood Drive at the joint corner of Lots 74 and 75 and runs thence along the line of Lot 74, N. 14-53 W. 161.2 feet to an iron pin; thence along the line of Lots 81 and 82, N. 72-55 E. 80.8 feet to an iron pin; thence along the line through part of Lot 75 and part of Lot 76, S. 19-46 E. 157.1 feet to an iron pin on the north side of Maywood Drive; thence along Maywood Drive, the following courses and distances: S. 60-44 W. 25 feet to an iron pin; S. 71-37 W. 28.5 feet to an iron pin and S. 75-02 W. 41.5 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of Curtis J. Hadden, Jr. & Vicki B. Hadden of even date, 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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