

FILED  
GREENVILLE CO. S.C.

Feb 2 11 44 PM '79

## MORTGAGE

• 14.66 657

**STATE OF SOUTH CAROLINA,**  
**COUNTY OF GREENVILLE**

TO ALL WHOM THESE PRESENTS MAY CONCERN: RILEY GENTRY and JOYCE GENTRY

## **Greenville, South Carolina**

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WITNESS, the Mortgagor is well and truly indebted unto COLLATERAL INVESTMENT COMPANY, 2100 First Avenue, North, Birmingham, Alabama 35203

organized and existing under the laws of **Alabama**

called the Mortgagor, 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-seven Thousand Five Hundred Fifty and No/100----- Dollars (\$ 37,550.00)**, 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**

in Birmingham, Alabama

at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Fifteen and 80/100 Dollars (\$ 315.80), commencing on the first day of March 1979, 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 February, 2009.

NOTICE TO ALL MEN, That the Mortgagor, in consideration of the above-said debt and for better securing the payment thereof to the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has executed, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagor, 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 situate, lying and being in the State of South Carolina, County of Greenville, being shewn and designated as Lot No. 19 Cinderella Lane, Enchanted Forest on plat recorded in the RMC Office for Greenville County, S. C., in Plat Book III, page 7 and being further shown as property of Wiley Gentry and Joyce Gentry on plat prepared by R. B. Bruce, RLS # 1952, recorded in the RMC Office for Greenville County, S. C., in Plat Book 62, page 42, reference craved to said more recent plat for metes and bounds thereof.

This is the identical property conveyed to the mortgagors herein by deed of Clyde S. Carswell and Sarah M. Carswell to be recorded herewith.

Together with all and singular the rights, numbers, fixtures, 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 Mortgagor, his 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 Mortgagoree forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgage contains the following 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. Plaintiff 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 each month prior to maturity, and it is further agreed that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

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