

P. O. Box C-180  
Birmingham, Alabama  
35283

1456 855

# MORTGAGE

FILED  
GREENVILLE CO. S. C.

This form is used in connection  
with mortgages insured under the  
National Housing Act.

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

3 6 10 21 AM 1979  
ANNIE S. TANKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: That I, DELIA H. BROWN

of  
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 in-  
corporated herein by reference, in the principal sum of Fourteen thousand one hundred fifty  
Dollars (\$ 14,150.00 ), with interest from date at the rate  
of Nine and one-half per centum ( 9.5 %) 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  
One hundred thirty-two and 02/100 - - - - - Dollars (\$ 132.02 ).  
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, 1999.

NOT KNOWN 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 Mort-  
gagor 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: being shown and designated as a Portion of Tract 5,  
Plat 4, containing 0.95 acres, more or less, on a Plat of J. F. Freeman  
Property, recorded in the RMC Office for Greenville County in Plat Book  
G, at Page 253. Said tract fronts 138.7 feet on the southern side of  
Old Spartanburg Road; runs back to a depth of 211.7 feet on its eastern  
boundary; runs back to a depth of 306.7 feet on its western boundary,  
and has 110.4 feet across the rear.

This is a portion of the property conveyed to the Mortgagor herein by  
deed of Cecil C. Brown, et al., dated November 30, 1978, to be recorded  
simultaneously herewith.

"The Mortgagor covenants and agree so long as this mortgage and the said  
note secured hereby are insured under the National Housing Act, he 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."

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 ab-  
solute, 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 for-  
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-  
sons 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  
to 90 days prior to prepayment.

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