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DONNIE S. TANK**ERYLEY** R.M.C STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

VAN D. WOODS and BETTY WOODS

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company

, a corporation hereinalter organized and existing under the laws 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-FOUR THOUSAND ONE HUNDRED FIFTY-____ Dollars (\$ 24,150.00

per centum (10.0 %) with interest from date at the rate of Ten per annum until paid, said principal and interest being payable at the office of Collateral Investment Company in Birmingham, Alabama

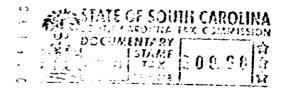
Two lighting Typelve or at such other place as the holder of the note may designate in writing, in monthly installments of . 1979, and on the first day of each month thereafter until the prinand 04/100---commencing on the first day of August cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July

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, bara gained, 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 building and improvements thereon, lying and being on the westerly side of Fairront Avenue near the City of Greenville, S. C. being known and designated as Lot No. 35 on plat of Extension of Brookforest, as recorded in the RAC Office for Greenville County, S. C. in Plat Book 00, Page 334, and have the following metes and bounds:

BEGINNING at an iron pin at the joint front corners of Lots 34 and 35 on Fairmont) Avenue and running there with said Avenue South 5-32 E. 80 feet to an iron pin at the joint front corner of Lots 35 and 36; thence with the line of said lot South 84-28 W. 135.5 feet to an iron pin; thence South 5-32 W. 80 feet to an iron pin; thence N. 84-28 E. 135.5 feet to the beginning corner.

THIS is the same property conveyed to the Nortgagors herein by Deed from Lehman E. Chastain card Patricia C. Chastain by Deed dated June 26, 1979 an recorded June 27th, 1979 in the RSC at Page <u>530</u> Office for Greenville County in Deed Book 1105



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 Highting 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 hereinatione 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 promises 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 an interest on the indebtedness evidenced by the said note, at the times and in the amanner herein 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 In an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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