

SOUTH CAROLINA  
THE STATE OF GREENVILLE COUNTY  
GREENVILLE, SOUTH CAROLINA

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN

MICHAEL WAYNE McCOY and JUDY ANN

**HESTER McCOY**  
Greenville, South Carolina

BUT WHEREAS the Mortgagor has failed to pay the same.

**COLLATERAL INVESTMENT COMPANY**

organized and existing under the laws of the State of Alabama  
called the Mortgagor, as mortgagor by written instrument dated November 1, 1974,  
acknowledged before me, the principal sum of Sixteen Thousand Two Hundred and  
no/100ths ----- Dollars \$16,200.00 with interest thereon at the rate  
of nine and one-half percent 9-1/2 per annum, payable monthly in advance, and  
paid interest term provided by the trustee Collateral Investment Company,  
2233 Fourth Avenue, North Birmingham, Alabama 35203  
at such other place as the trustee may designate in writing in monthly installments of One  
Hundred Thirty-six and 24/100ths ----- Dollars \$136.24  
commencing on the first day of November 1974 and on the first day of each month thereafter the principal  
and interest are fully paid except that the final payment of principal and interest shall be due and payable on the first day of October, 2004.

NOT KNOW ALL MEN, That the Mortgagor in consideration of the sum of money above mentioned, and the payment thereof to the Mortgagor and also in consideration of the further sum of Three (\$3) to the Mortgagor in hand well and truly paid to the Mortgagor, and before the execution of these presents, the receipt whereof is hereby acknowledged, has agreed to pay to the trustee Collateral Investment Company, the sum of four thousand dollars 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 piece, parcel or lot of land, in Greenville Township, in a subdivision known as McCULLOUGH HEIGHTS, and being known and designated as Lot No. 37 as shown on plat thereof, recorded in the RMC OFFICE for Greenville County, S. C., in Plat Book E, at page 95, and having the metes and bounds as shown thereon.



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging and 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, 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 defend and forever defend all and singular the premises unto the Mortgagor forever, from and against the Mortgagor and all persons whosoever 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 every 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.