

SOUTH CAROLINA
FIVE PERCENT 2170V
REV. 12/28/77

MORTGAGE



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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN **ROBERT L. CARNES and CAROL L. CARNES**
of
Greenville, South Carolina hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto
COLLATERAL INVESTMENT COMPANY

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 **Eleven Thousand Two Hundred and**
no/100ths ----- Dollars (\$ **11,200.00**), 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, 2233 Fourth**
Avenue, North in **Birmingham, Alabama 35203**

C.L.C. at such other place as the holder of the note may designate in writing, in monthly installments of *dit C.R.*
Ninety-four and 19/100ths ----- Dollars (\$ **94.19**),
commencing on the first day of **January**, 19 **75**, 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 **December, 2004**.

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 or and before the sealing and deliver 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 that certain piece, parcel or lot of land situate, lying and
being in the State of South Carolina, County of Greenville, being
known and designated as a part of Lot 8 of a subdivision known as
AVICE-DALE of the property of W. T. Looper according to a plat
thereof recorded in the RMC Office for Greenville County, S.C.,
in Plat Book BB at page 6, and is more fully shown on a plat of
PROPERTY OF WILLIAM T. DANIEL and ROSEZELLA C. DANIEL, prepared
June 18, 1969, by Carolina Engineering and Surveying Company and
having, according to the latter mentioned plat, the following
metes and bounds, to-wit:**

**BEGINNING at an iron pin on the southwestern side of Spencer
Street, 181 feet from its intersection with Avice Dale Drive and
running thence along a line through Lot 8, S. 38-29 W., 607.1 feet to
an iron pin on the bank of Saluda River; running thence with the
bank of Saluda River, N. 55-0 W., 100 feet to an iron pin at the
corner of Lot 9; thence along line of Lot 9, N. 38-27 E., 618 feet
to an iron pin on the southwestern side of Spencer Street; thence
with the southwestern side of Spencer Street, S. 47-48 E., 100 feet
to the point of beginning.**

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
(30) days prior to prepayment.

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