

2233 Fourth Avenue North,
Birmingham, Alabam

35203

GREENVILLE, S. C.
MORTGAGES, C.
59 PM '76
DORRIS S. TANKERSLEY
R.M.C.

BOOK 1377 PAGE 811

SOUTH CAROLINA
FHA FORM NO. 2125M
Rev. September 1972

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: GUY GAINES, JR., AND GERALDINE B. GAINES

GREENVILLE, SOUTH CAROLINA, 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 ALABAMA, hereinafter 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 SIXTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100-----Dollars (\$ 16,950.00), with interest from date at the rate of EIGHT AND ONE-HALF per centum (8 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 or at such other place as the holder of the note may designate in writing, in monthly installments of ONE HUNDRED THIRTY AND 35/100-----Dollars (\$ 130.35), commencing on the first day of November, 1976, 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 October, 2006

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, 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 lot of land with the buildings and improvements thereon situate on the East side of Georgia Avenue, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 4 on a plat of property of N. H. Harris made by R. E. Dalton, Engineer, July 1920, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "E" at Page 257 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Georgia Avenue at joint front corner of Lots 3 and 4, and running thence along the line of Lot 3 N. 71-0 E. 177.1 feet to an iron pin on the West edge of the right-of-way of the Piedmont and Northern Railway; thence along the West edge of said right-of-way N. 9-50 W. 82.7 feet to an iron pin; thence along the line of Lot 5 S. 71-0 W. 176.6 feet to an iron pin on the East side of Georgia Avenue; thence along Georgia Avenue S. 9-30 E. 82.8 feet to the beginning corner.

Derivation: Deed Book 1042, Page 912, Grantor: Gilbert Strickland and Inez C. Strickland recorded September 15, 1976.

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 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 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 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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