

MORTGAGE

THIS MORTGAGE is made this 27th day of January 1978, between the Mortgagor, Leonard J. Roselle & Joanne E. Roselle (herein "Borrower"), and the Mortgagee, COLLATERAL INVESTMENT COMPANY, a corporation organized and existing under the laws of Alabama, whose address is 2233 Fourth Avenue, North Birmingham, Alabama 35203 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-NINE THOUSAND THREE HUNDRED Dollars, which indebtedness is evidenced by Borrower's note dated January 27, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 1, 2008

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"). Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land in the county of Greenville, state of South Carolina, in the city of Mauldin, being known and designated as Lot No. 78 as shown on plat of BROOKSIDE, Section III, recorded in plat book 5 P page 11 of the RMC Office for Greenville County, S. C., and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southwest side of Meadowbrook Drive, the joint front corner of Lots 78 & 79 and running thence with the joint line of said lots S. 50-28 W. 165.6 feet to an iron pin in line of Marva Lee Putnam property; thence with the line of said property S. 50-05 E. 130 feet to an iron pin joint rear corner of Lots 77 & 78; thence with the joint line of said lots N. 39-55 E. 160 feet to an iron pin on the southwest side of Meadowbrook Drive; thence with the southwest side of said street N. 50-05 W. 60 feet to an iron pin; thence continuing N. 45-56-15 W. 89.79 feet to the point of beginning.

This is the same property conveyed to mortgagors by Donald E. Baltz, Inc. by deed of even date herewith, to be recorded.

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MORTGAGEE's address;
Collateral Investment Company
2233 Fourth Avenue, North
Birmingham, Alabama 35203

which has the address of 118 Meadowbrook Drive, Mauldin, S. C. 29662
SC 29662 (herein "Property Address");
[State and Zip Code]

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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