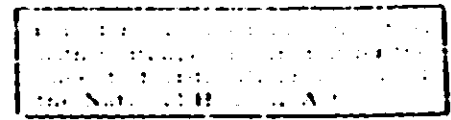


MORTGAGE



GREENVILLE CO. S. C.

FILED
JAN 31 11:39 AM 1979
DEARIEYS, YANKERSLEY
R.M.C.

**WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

TO ALL WHOM THESE PRESENTS MAY CONCERN: L. Malcolm Bruce, Jr. and Karen D. Bruce

Greenville, South Carolina hereinafter called the Mortgagor, sends greetings

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

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 **Forty-Eight Thousand Six Hundred and No/100**

Dollars (\$ 48,600.00), with interest from date at the rate of **nine and one-half** per centum (9.50) per annum until paid, said principal and interest being payable at the office of **Collateral Investment Company** in **Birmingham, Alabama**

or at such other place as the holder of the note may designate in writing, in monthly instalments of **ACCORDING TO SCHEDULE A OF SAID NOTE** Dollars (\$) commencing on the first day of **March** 1979 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 **February, 2009**

NOT KNOWING 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 piece, parcel or lot of land situate, lying and being on the northern side of Winesap Way in Greenville County, South Carolina being shown and designated as Lot No. #4 on a plat of the Property of Peter H. Wuest in Chick Springs Township, Greenville County South Carolina, one mile northeast from Chick Springs, made by R. K. Campbell, Surveyor, dated January 24, 1961, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book AAA, Page 141; and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin 14 feet Northwest of Winesap Way at the joint front corner of Lot #4 and Lot #5, and running thence with the line of Lot #5, N 24-35 W 200 feet to an iron pin; thence N 65-25 E 100 feet to an iron pin, at the joint rear corner of Lot #3 and Lot #4; thence with the line of Lot #3 S 24-35 E 200 feet to an iron pin which is 14 feet from Winesap Way; thence S 65-25 W 100 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by Deed of John Stubblefield, dated January 30, 1979, and recorded January 31, 1979, in the R. M. C. Office of Greenville County in Deed Book 1096 at Page 274

****DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$51,006.71.**

Together with all and singular the rents, matters, necessaries, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits, which may arise or be had therefrom, and in furtherance of the purposes hereinbefore stated, do hereby transfer, assign, and convey unto the Mortgagee, its successors and assigns, 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 grant under 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 whatsoever 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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