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MORTGAGE

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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA,
DONALD C. KINSEY, JR. }
R.M.C. GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: ALVIN B. STEWART AND PAULINE B. STEWART

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 the State 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 Thirty-six Thousand One Hundred and No/100----- Dollars (\$ 36,100.00), with interest from date at the rate of ten per centum (10 %) 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 installments of Three Hundred Sixteen and 96/100----- Dollars (\$ 316.96), commencing on the first day of September, 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 August, 2009

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 piece, parcel or lot of land situate, lying and being on the Eastern side of Long Hill Street, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 95 as shown on a plat of Augusta Road Ranches, prepared by Dalton & Neves, dated April, 1941, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book M at page 47, and having, according to said plat, and also according to a more recent plat prepared by Webb Surveying & Mapping Co., dated August, 1979, entitled "Property of Alvin B. Stewart and Pauline B. Stewart", the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Long Hill Street at the joint corner of Lots Nos. 88 and 95, and running thence with the rear line of Lots Nos. 88, 89, 90 and 91 N. 83-59 E. 282.3 feet to an iron pin; thence S. 8-15 E. 70 feet to an iron pin at the joint rear corner of Lots Nos. 95 and 96; thence with the line of Lot No. 96 S. 83-59 W. 256.6 feet to an iron pin on the Eastern side of Long Hill Street; thence with the Eastern side of Long Hill Street N. 28-14 W. 75.6 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of George Thomas Sherrill, dated August 9, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 11061 at page 15, on August 9, 1979.

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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