

MORTGAGE

1120 59
This form is used in connection with mortgages insured under the special guaranty provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GARY B. BELL
Greenville County, 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 **Twenty-seven Thousand Five Hundred fifty and no/100ths** Dollars (\$ 27,550.00), 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 35203** or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Eleven and 86/100ths** Dollars (\$ 211.86), commencing on the first day of **February**, 19 78, 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 **January, 2008**.

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 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, with all buildings and improvements thereon, situate, lying and being on the northeastern side of **Belvue Road**, (formerly known as **Pine Street**) in **Greenville County, South Carolina**, being known and designated as **Lot No. 1** on a plat entitled **PROPERTY OF S. L. SIMPSON**, made by **C. O. Riddle, R.L.S.**, dated **September 4, 1955**, recorded in the **RMC Office for Greenville County, South Carolina**, in **Plat Book JJ** at **page 31**, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the northeastern side of **Pine Street** at the joint corner of the within described property and **Lot No. 2** of the **T. W. Butler** property as shown on a plat recorded in **Plat Book T** at **page 221**, and running thence with the common line of said lots, **N. 35-08 E.**, **311.4** feet to an iron pin; thence **S. 44-59 E.**, **119** feet to an iron pin; thence **S. 38-28 W.**, **304.5** feet to an iron pin on the northeastern side of **Belvue Road**; thence along the northeastern side of **Belvue Road, N. 47-19 W.**, **100.7** feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagor by deed of **Clark F. Howell**, as **Executor under the Last Will and Testament of William H. Hughes, Deceased**, to be recorded simultaneously herewith.

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.

GCTO -----3 JA-3 77 1325

3.0001

0052

4328 RV-2