

FILED
GREENVILLE CO. S. C.

OCT 26 10 30 AM '78

DENNIS TANNERSLEY
STATE OF SOUTH CAROLINA,
COUNTY OF Greenville } ss:

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN: James Benson, Jr. and Deloris Benson

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 Twenty-seven Thousand Two Hundred - - - - Dollars (\$ 27,200.00 -), with interest from date at the rate of nine and one-half per centum (9½ %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company in Birmingham, Alabama

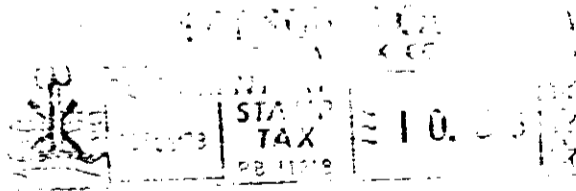
or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Twenty-eight and 75/100 - - - - - Dollars (\$ 228.75 -), commencing on the first day of December, 1978, and on the first day of each month thereafter until the principal and interest are 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 November, 2008

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 certain piece, parcel or lot of land with any improvements thereon, situate, lying and being in Magnolia Acres Subdivision, Greenville County, South Carolina, shown and designated as Lot 60 on a plat of said subdivision recorded in the Office of the R.M.C. for said County and State in Plat Book GG, Pate 133, according to which said property is more particularly described as follows:

Beginning at an iron pin on the southwestern side of Fleetwood Drive, joint front corner of Lots 59 and 60, and running thence S 48-32 W 149 feet to an iron pin; thence N 43-28 W 85 feet to an iron pin; thence N 48-32 E 152 feet to an iron pin; thence S 41-28 E 85 feet to an iron pin, the point of beginning.

This is the same property heretofore conveyed to the Mortgagors herein by Nancy C. Hill, by deed dated October 25, 1978 and recorded October 26, 1978, in the R.M. C. Office for Greenville County in Deed Book 1090 at Page 559.



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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