

MORTGAGE

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

GREENVILLE CO. S.C.  
27 12-17

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: WE, GARY L. SELLS AND PENNY F. SELLS  
of  
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 in-  
corporated herein by reference, in the principal sum of Thirty Eight Thousand, Two Hundred  
and No/100 ----- Dollars (\$38,200.00), 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, 2100 First  
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 Three  
Hundred Twenty One and 26/100 ----- Dollars (\$ 321.26),  
commencing on the first day of January, 19 79 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 December, 2008.

NOT, 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 Mort-  
gagor 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 an adjoining five foot  
strip, together with all buildings and improvements thereon, situate,  
lying and being on the southern side of East Circle Avenue, in the City  
and County of Greenville, State of South Carolina, being shown and designa-  
ted as Lot No. 101 on a plat of EASTLAKE made by Dalton & Neves, Engrs.,  
dated February 1955 recorded in the R. M. C. Office for Greenville County,  
S.C. in Plat Book MMM at page 107, and having, according to a more recent  
plat thereof made by Freeland & Associates, dated November 17, 1978, the  
following metes and bounds, to-wit:

BEGINNING at a point on the southern side of East Circle Avenue at the  
joint front corners of Lots Nos. 101 and 102; and running thence with the  
common line of said lots, S. 5-15 W., 145 feet to an iron pin; thence S.  
67-24 W., 150.3 feet to an iron pin; thence S. 86-55 W., 68 feet to a point  
on the eastern side of a 10-foot sidewalk; thence S. 84-04 W., 5 feet to  
the center line of said sidewalk; thence with the center line of said side-  
walk or walkway, N. 36-52 E., 261.9 feet to a point on East Circle Avenue;  
thence with the southern side of East Circle Avenue, N. 84-04 E., 5 feet to  
a point on the eastern side of said sidewalk; thence continuing with said  
side of East Circle Avenue, N. 86-55 E., 60 feet to the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein  
by deed of James M. Martin, Sr. and Diane W. Martin, to be recorded 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 ab-  
solute, 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 for-  
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-  
sons 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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