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GREENVILLE CO. S. C.

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MORTGAGE

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

DONNIE S. TANKERSLEY
STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

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TO ALL WHOM THESE PRESENTS MAY CONCERN: ILLIUS IRBY, JR. and RUTH ANN ANDERSON

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 Sixteen Thousand Nine Hundred ----- Dollars (\$ 16,900.00), 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

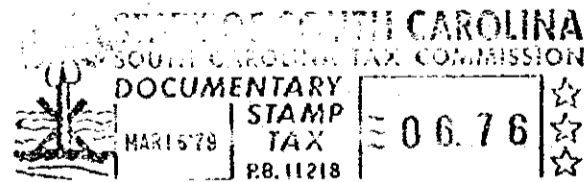
or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Forty-Two and 13/100 ----- Dollars (\$ 142.13), commencing on the first day of April, 19 79, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March 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 and lot of land in Greenville County, South Carolina situate, lying and being on the southwest corner of the intersection of Monteith Circle and Old Augusta Road, being shown and designated as portions of Lots 15 and 16, on a plat of Monteith Heights, and recorded in the R.M.C. Office for Greenville County, in Plat Book "B", at Page 185, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southeast corner of Monteith Circle and Old Augusta Road, and running thence with the southern side of Monteith Circle N. 78-30 E. 61.8 feet to a stake; thence S. 5-51 E. 153.4 feet to a stake; thence S. 84-0 W. 105 feet to a stake on Old Augusta Road; thence with Old Augusta Road N. 10-0 E. 132 feet to a stake; thence continuing with Old Augusta Road N. 14-43 E. 22 feet to the point of beginning.

This is the same property heretofore conveyed to the mortgagors herein by deed of Earl D. Pelfrey, dated March 15, 1979 and recorded March 16, 1979 in the R.M.C. Office for Greenville County, in Deed Book 1098 at Page 593.



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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