

P. O. Box C-180
Birmingham, Alabama
35283

MORTGAGE
GREENVILLE CO. S. C.

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

STATE OF SOUTH CAROLINA, }
COUNTY OF Greenville } ss: APR 13 11 03 AM '79
DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: that we, JOSEPH E. FLOYD

and VICKIE R. FLOYD of
Piedmont, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto
COLLATERAL INVESTMENT COMPANY

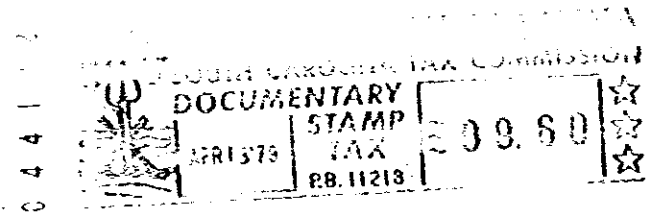
, a corporation
organized and existing under the laws of the State of Alabama, hereinafter
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are in-
corporated herein by reference, in the principal sum of Twenty-four thousand
Dollars (\$ 24,000.00), with interest from date at the rate
of Nine and one-half per centum (9.5 %) per annum until paid, said principal
and interest being payable at the office of COLLATERAL INVESTMENT COMPANY
2100 First Avenue North in Birmingham, Alabama
or at such other place as the holder of the note may designate in writing, in monthly installments of
Two hundred one and 84/100 - - - - - Dollars (\$ 201.84),
commencing on the first day of June, 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 May, 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 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: being shown and designated as 0.38 acres on a Plat of
Frank C. Moon Property, recorded in the RMC Office for Greenville County
in Plat Book DD, at Page 113. Said lot fronts 76.9 feet on the southern
side of Emily Lane; runs back to a depth of 247.2 feet on the eastern
boundary; runs back to a depth of 237.0 feet on its western boundary,
and has 59.8 feet across the rear.

This is the same property conveyed to the Mortgagors herein by deed of
Robert M. Price, dated April 12, 1979, to be recorded simultaneously
herewith.

"The Mortgagor covenants and agree so long as this mortgage and the said
note secured hereby are insured under the National Housing Act, he will
not execute or file for record any instrument which imposes a restriction
upon the sale or occupancy of the mortgage property on the basis of race,
color, or creed. Upon any violation of this undertaking, the mortgagee
may, at its option, declare the unpaid balance of the mortgage immediately
due and payable."

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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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