

MORTGAGE

1911-212

STATE OF SOUTH CAROLINA
COUNTY OF **Greenville**

FILED
MAY 10 1979
SHERIFF'S OFFICE
GREENVILLE, S.C.

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TO ALL WHOM THESE PRESENTS SHALL COME, I, **William Lee Black, Jr. and Clarissa P. Black**

of 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-Eight Thousand and No/100-** Dollars (\$ **28,000.00**), with interest from date at the rate of **Ten** per centum (**10** %) 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 Forty-Five and 84/100** Dollars (\$ **245.84**), commencing on the first day of **September**, 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 **August**, 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 lot of land with the buildings and improvements thereon, situate, lying and being on the southwest side of Seminole Drive, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 60 on Plat No. 2 of Sunset Hills, made by R. E. Dalton, Engineer, December, 1945, recorded in the RMC Office for Greenville County, S. C. in Plat Book P, Pages 18 and 19, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Southwest side of Seminole Drive, at the joint front corner of Lots 59 and 60, and runs thence along the line of Lot 59, S. 48-50 W. 175 feet to an iron pin on the Northeast edge of a five foot strip of land reserved for utilities; thence along the Northeast edge of the five foot strip of land reserved for utilities, N. 41-10 W. 75 feet to an iron pin; thence with the line of Lot 61, N. 48-50 E. 175 feet to an iron pin on the Southwest side of Seminole Drive; thence along Seminole Drive S. 41-10 E. 75 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Clarrisa Hale Poteat Black, Douglass McNeill Poteat, Gordon Sandys Poteat, and Barbara White-Spunner Poteat of even date 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 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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