

Mortgagee's Address:
2100 First Ave. No.
Birmingham, AL 35203

FILED
GREENVILLE, S.C.
MORTGAGE

100,1500 123519
This form is used in connection with mortgages insured under the new title insurance provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
DEED }
11 27 PM '80
GREENVILLE }
SHERSLEY

FHA # 461-172245-SC

TO ALL WHOM THESE PRESENTS MAY CONCERN: EDWARD F. ALLSTON, III and MARLA Y. ALLSTON

Greenville, South Carolina 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 the State 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 THIRTY-SIX THOUSAND, SIX HUNDRED AND NO/100----- Dollars (\$ 36,600.00).

with interest from date at the rate of eight per centum (8 %) 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 SIXTY-EIGHT AND 56/100----- Dollars (\$ 268.56) commencing on the first day of June 1980 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, 2010.

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 situate on the northern side of East North Street being shown as Lot No. 1 on a plat of the Property of W. B. McDonald, recorded in Plat Book S at page 53 in the RMC Office for Greenville County and also being shown as Lot No. 1 on a plat of the Property of Edward F. Allston, III and Marlo Y. Allston dated April 9, 1980, prepared by Free-land & Associates, Surveyor, recorded in Plat Book 7-W at page 100 in the RMC Office for Greenville County and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of East North Street at the joint front corner of Lot No. 1 and Lot No. 2 and running thence with East North Street S 44-57 W 81 feet to an iron pin; thence N 7-04 W 199 ft. to an iron pin at the joint rear corner of Lot No. 1 and Lot No. 9; thence with Lot No. 9 N 68-19 E 58.25 feet to an iron pin at the joint rear corner of Lot Nos. 1, 2, 8 and 9; thence with Lot No. 2 S 9-40 E 164.02 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of G. Don Poore and Robert A. Bailey, 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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein 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.

27534 DRP. JPT
Edward F. Allston, III
1980-2-27

4328 RV-2