

MORTGAGE
GREENVILLE CO. S. C.

BOOK 1372 PAGE 471

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

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: LARRY A. MARQUIS

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

COLLATERAL INVESTMENT COMPANY

organized and existing under the laws of the State of Alabama, a corporation 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 Seventeen Thousand Four Hundred Fifty and no/100ths ----- Dollars (\$ 17,450.00), with interest from date at the rate of eight and one-half per centum (8-1/2 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth 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 One Hundred Forty and 65/100ths ----- Dollars (\$ 140.65), commencing on the first day of August, 1976, 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 July, 2000.

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 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 those pieces, parcels or lots of land with all buildings and improvements thereon, situate, lying and being on the northern side of Cuttino Circle and on the western side of Hallcox Street, in Greenville County, South Carolina, being known and designated as Lots 76, 77, 78, and 79 and part of Lots 80, 81 and 82, as shown on a plat of PROPERTY OF CUTTINO HEIRS recorded in the RMC Office for Greenville County, S. C., in Plat Book J at page 121, and having according to a survey entitled PROPERTY OF LARRY A. MARQUIS, made by Freeland & Associates, dated July 7, 1976, recorded in the RMC Office for Greenville County, S. C., in Plat Book 54 at page 25, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Cuttino Circle at the joint front corner of Lots Nos. 79 and 80 and running thence with the common line of said lots, due North 80.1 feet to an iron pin; thence along a line through Lot 80, N. 86-50 W., 23.0 feet to an iron pin at the common corner of Lots Nos. 38 and 40; thence along the common line of Lots Nos. 80, 35, 36, 37 and 38, due North 80.0 feet to an iron pin; thence along a line through Lot 81, and a small part of Lot 82, N. 86-55 E., 121.5 feet to an iron pin on the western side of Hallcox Street; thence along the western side of Hallcox Street, due South, 148.2 feet to an iron pin at the intersection of Hallcox Street and Cuttino Circle; thence along the northern side of Cuttino Circle, S. 78-31 W., 100 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of William H. Pitts, Sr., dated July 9, 1976 and 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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