SOUTH CAROLINA

FILED GREENVILLE CO. S.C. AUG 4 4 42 PM '77 DONNIE S. TANKERSLEY

MORTGAGE

2233 4th Ave, North
Birmingham, Ala, 35203

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JACK C. SULLIVAN, FRANCIS J. SULLIVAN and J. C. SULLIVAN of Simpsonville, 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 Twenty Two Thousand, Five Hundred and no/100 Dollars ($ 22,500.00), 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 in Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Seventy Three and 03/100 Dollars ($ 173.03), commencing on the first day of September, 19 77, 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, 2007.

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: lying at the Northwestern corner of the intersection of Windsor Parkway and Chesley Drive, being known and designated as Lot 19 as shown on a Plat of The Village, Section 1, prepared by Heaner Engineering Co., Inc., dated October 13, 1972, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R at Page 52 and having such metes and bounds as appear by reference thereto.

THIS is the identical property conveyed to the Mortgagors by deed of R. C. Ayers to be recorded of even date 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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