

225
MORTGAGE

1440

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

STATE OF SOUTH CAROLINA,
COUNTY OF Greenville }

TO ALL WHOM THESE PRESENTS MAY CONCERN: MARCLYN J. ELLISON AND TERESA M. ELLISON

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

WHEREAS, the Mortgagor is well and truly indebted unto COLLATERAL INVESTMENT COMPANY
P. O. BOX C-180, Birmingham, Alabama 35283

organized and existing under the laws 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 Twenty Eight Thousand, Nine Hundred and No/100 Dollars (\$ 28,900.00), with interest from date at the rate of Nine and One-half per centum (9.5 percent) per annum until paid, said principal and interest being payable at the office of COLLATERAL INVESTMENT COMPANY, POST OFFICE BOX C-180, in Birmingham, Alabama 35283 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Forty Three and 05/100 Dollars (\$ 243.05), commencing on the first day of September, 1978, 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 2008:

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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, Being known and designated as Lot No. 1, on the Woodville Pelzer Road as shown on plat entitled "Property of Roy Boggess" and having according to a recent survey made by Jones Engineering Service on October 11, 1972, of the Property of Clyde H. Coker, recorded in the RMC Office for Greenville County, S. C. in Plat Book 6-5 at page 26, recorded on August 1978, and having according to plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Woodville-Pelzer Road, and running thence along the center of said Road, North 87-27 W. 125 feet to an iron pin; thence running along line of Lots 1 and 2, N. 2-33 E. 275 feet to an iron pin in the center of a 10-foot drainage easement; thence running along the center of said drainage easement, South 76-08 E. 127.5 feet to an iron pin; thence continuing along the center of said drainage easement, S. 2-33 W. 250 feet to an iron pin in the center of Woodville Pelzer Road, to the beginning.

This being the same property conveyed to the Mortgagors by Deed of Clyde Henry Coker 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.