

MORTGAGE

1329 490

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

GREENVILLE COUNTY

TO ALL WHOM THESE PRESENTS MAY CONCERN: **ROBERT M. JOHNSON and EDDIE RUTH M.**

JOHNSON
Greenville, South Carolina hereinafter called the Mortgagor, send(s) greeting(s)

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 **Twenty-two Thousand Two Hundred Fifty and no/100ths** ----- Dollars (\$ **22,250.00**) with interest from date at the rate of **nine** per centum (**9** %) per annum until paid, said principal and interest being payable at the office of **Collateral Investment Company, 2233 Fourth Avenue, North** ¹⁹ **Birmingham, Alabama 35203** or at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred Seventy-nine and 11/100ths** ----- Dollars (\$ **179.11**) commencing on the first day of **January** 19 **75**, 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 **December, 2004**

NOT KNOWN 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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the western side of Whiller Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 26 and a portion of Lot No. 25 on a plat of PARK LANE TERRACE, made by Pickell & Pickell, Engineers, dated October, 1957, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book MM, page 47, and having according to a more recent survey thereof, entitled PROPERTY OF ROBERT M. JOHNSON AND EDDIE RUTH JOHNSON, made by Freeland and Associates, dated November 25th, 1974, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Whiller Drive, at the joint front corner of Lots Nos. 25 and 26, and running thence along a new line through Lot 25, S. 80-39 W., 166.2 feet to an iron pin on the eastern side of Tower Drive; thence along the eastern side of Tower Drive, S. 21-24 E., 84.2 feet to an iron pin; thence along the common line of Lots Nos. 26 and 27, N. 87-16 E., 150.4 feet to an iron pin on the western side of Whiller Drive; thence along the western side of Whiller Drive, N. 2-44 W., 50.0 feet to an iron pin; thence continuing along said Drive, N. 15-44 W., 50.0 feet to an iron pin, the point of beginning.

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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