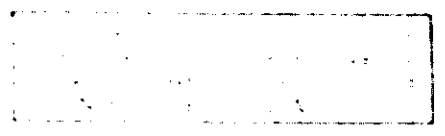


SOUTH CAROLINA  
NOTARY PUBLIC

# MORTGAGE



STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN  
That we, Tommy D. Lesley and Brenda K. Lesley  
Greenville, South Carolina

hereinafter called the Mortgagors, hereby certify

WHEREAS the Mortgagors have executed and delivered unto

### Collateral Investment Company

an organization 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 hereby made a part hereof by reference to the principal sum of - - - **Fourteen thousand - - -**

Dollars (\$ **14,000.00** ) with interest from date at the rate of **Eight and one-half** per centum ( **8.5** ) per annum until paid, said principal and interest being payable at the office of **Collateral Investment Company**, **2233 Fourth Avenue, North** in **Birmingham, Alabama**

that such debt should be paid by the Mortgagors in monthly installments of **One hundred seven and 66/100** Dollars (\$ **107.66** ) commencing on the first day of **October** 1975 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 **September, 2005**.

**NOT KNOWN TO ALL MEN** That the Mortgagors, 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) in the Mortgagee's hand 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 on the southern side of Jasmine Drive, being shown and designated as **Lot 94 on Plat of Eliza T. Looper Property, recorded in the R. M. C. Office for Greenville County in Deed Book 877, at Page 563**. Said Lot fronts **50.02 feet** on the southern side of Jasmine Drive; runs back to a depth of **141.1 feet** on its eastern boundary; runs back to a depth of **142.3 feet** on its western boundary, and is **50 feet** across the rear. This being the same property shown as **Lot 94 on Plat of Eliza T. Looper Property recorded in the R. M. C. Office for Greenville County in Plat Book 5-J, at Page 51.**

The mortgagor covenants and agrees so long as this mortgage and the said note secured hereby are insured under the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgage property on the basis of race, color, or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.

5.5.60



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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