EHIA FORM NO. 21759 Rev. September 1972

DOMME S.TANK ERSLEY

to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Steven M. Rodgers and Gail R. Rodgers

Greenville, 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 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 Fifteen Thousand One Hundred and No/100---), with interest from date at the rate per centum ( 8-1/2 %) per annum until paid, said principal eight and one-half and interest being payable at the office of Collateral Investment Company 2233 Fourth Avenue, North in Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Twenty One and 71/100---------- Dollars (\$ 121.71 commencing on the first day of November , 19 76, 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

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 scaling 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

October, 2001.

State of South Carolina: being shown on a plat of property of Steven M. Rodgers and Gail K. Rodgers, located on the corner of Harding Drive and Buckhorn Road, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 57, Page 89. Said lot fronts an aggregate of 143.9 feet on Harding Drive and runs to a depth of 165.0 feet on its southern boundary for 10.4 feet across the rear lot and runs to a depth of 150 feet on its western boundary. This property is triangular in shape.

"The mortgagors covenant and agree so long as this mortgage and the said note secured hereby are insured under the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged 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 payble. "

This is the same property as conveyed to the Mortgagor by Deed of Guaranty Mortgage Co., Inc. recorded in the R.M.C. Office of Greenville County on October 18, 1976. SOUTH CARCUITY TAX COMMISSION DOCUMENTARY

STAMP

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> 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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