

FILED
GREENVILLE CO. S.C.

JAN 5 2 59 PM MORTGAGE

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DONNIE S. TANKERSLEY
R.M.C.

Collateral Investment
Company

2233 Fourth Avenue North
Birmingham, Alabama 35203

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

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

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GREENVILLE CO. S.C.

BOOK 1387 PAGE 265

TO ALL WHOM THESE PRESENTS MAY COME, Myron D. Swafford and Barbara P. Swafford

DONNIE S. TANKERSLEY
R.M.C.

of
hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company

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-three thousand fifty and no/100ths Dollars (\$ 23,050.00), with interest from date at the rate of Eight per centum (8 %) 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 sixty-nine and 19/100ths Dollars (\$ 169.19), commencing on the first day of March 1977, 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 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 on the southern side of Farr's Bridge Road being shown and designated as Lot 43 on plat of Shamrock Acres recorded in the RMC Office for Greenville County in Plat Book YY at Page 43 and having, according to a more recent plat entitled "Property of Myron D. Swafford and Barbara P. Swafford", dated December 20, 1976, the following metes and bounds, to wit:

Beginning at an old iron pin on the southern side of Farr's Bridge Road at the joint front corner of Lots 43 and 44 and running thence along the common line of said Lots, S 34-54 W 175.8 feet to an old iron pin at the joint rear corner of said Lots; thence along the rear of Lot 43, N 55-00 W 80 feet to an iron pin; thence N 34-55 E 157.4 feet to an old iron pin on the southern side of Farr's Bridge Road; thence along said Road, S 68-00 E 82 feet to an old iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of James A. Jeffcoat dated January 4, 1977 and recorded in the RMC Office for Greenville County in Deed Book 1019 at Page 118.

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; and, provided, further, that in the event the debt is paid in full prior to maturity and

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