2006 1397 nes 488

SOUTH CAROLINA (September 1972)

MORTGAGE

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

GREENVILLE CO. S. C.

FILED

TO ALL WHOM THESE PRESENTS MAY CONCERNAER CTARK W. HOLMES AND JOAN C. HOLMES R.M.C.

of

, a corporation

Greenville, South Carolina

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

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

commencing on the first day of May , 19 77, 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 April , 2007.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the

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 piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the Southeastern side of Leafwood Drive, and being known and designated as all of Lot No. 82 on Plat 2 of Thornwood Acres, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book MM at page 105, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Leafwood Drive at the joint front corner of Lots Nos. 82 and 83 and running thence along said Drive, N. 71-02 E. 23.8 feet to an iron pin; thence continuing along said Drive N. 65-42 E. 42 feet to an iron pin; thence along the joint line of Lots Nos. 81 and 82, S. 32-17 E. 200.7 feet to an iron pin; thence S. 73-01 W. 112 feet to an iron pin; thence along the joint line of Lots 82 and 83 N. 18-58 W. 187.2 feet to the beginning corner.

Deed of Leon Hix dated April 1, 1977, recorded in Deed Book 1053, page 888, RMC Office for Greenville County, S. C.



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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