

# MORTGAGE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

WHEREAS: LUTHER GARVIN ROSS, JR. AND SHIRLEY A. ROSS

Taylor, South Carolina, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

organized and existing under the laws of Alabama, hereinafter called 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 THIRTY-ONE THOUSAND AND NO/100 Dollars (\$ 31,000.00 ), 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 delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Twenty-Seven and 54/100 Dollars (\$ 227.54 ), commencing on the first day of ~~June~~ June 1<sup>st</sup>, 19 77, and continuing 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 ~~May~~ May 1<sup>st</sup>, 2007.

Now, KNOW ALL MEN, that 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville State of South Carolina;

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 77, Addition to Section 3 of Oakwood Acres, which plat is recorded in the REC Office for Greenville County, South Carolina, in Plat Book 666, at Page 361, and having, according to said plat, the following metes and bounds, to-wit:

o BEGINNING at an iron pin on the easterly side of Live Oak Way, joint front corner of Lots 77 and 78 and running thence N. 65-45 E. 172.2 feet to an iron pin; thence S. 24-27 E. 90 feet to an iron pin; thence S. 65-45 W. 172.7 feet to an iron pin on Live Oak Way, joint front corner of Lots No. 76 and 77; thence along Live Oak Way N. 24-15 W. 90 feet to the point of beginning.

o This property was conveyed by deed from Donald D. Lanius to Luther Garvin Ross, Jr. and Shirley A. Ross, Mortgagors herein, said deed dated May 6, 1977 to be recorded herewith.

350 AM  
The following are made a part of this mortgage as security:

Carpet  
Swimming Pool  
Garbage Disposal

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;