

SOUTH CAROLINA
STATE OF SOUTH CAROLINA
THE STATE OF SOUTH CAROLINA

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN

That we, Willie B. Evans and Hattie R. Evans
Greenville, South Carolina

hereinafter called the Mortgagors, set forth, declare,

WHEREAS, the Mortgagors well and truly indebted unto

Collateral Investment Company

Received and executed for the sum of **the State of Alabama**
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 \$18,050.00 - Eighteen thousand fifty Dollars (\$18,050.00), with interest from date at the rate 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, Birmingham, Alabama, at such times as the holder of the note may designate in writing, in monthly installments of **One hundred thirty-eight and 80/100 Dollars (\$138.80)**, 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 is not sooner paid, shall be due and payable on the first day of September, 2005.**

NOW, KNOW ALL MEN, That the Mortgagors, in consideration of the above-mentioned 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 Mortgagee, it is well and truly paid by the Mortgagors at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has enacted, executed, 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 eastern side of Patton Road, being shown and designated as Lot 15 on a Plat of ORDEREST PARK, recorded in the R.M.C. Office for Greenville County in Plat Book S, at Page 107. Said lot fronts on Patton Road for an aggregate of 85 feet; runs back to an aggregate depth of 145.3 feet on its northern boundary; runs back to a depth of 166.3 feet on its southern boundary, and is 55 feet across the rear.

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.



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.*