

# MORTGAGE

FILED  
GREENVILLE CO. S. C.

BOOK 1414 PAGE 122

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

} ss: Oct 28 11 28 AM '77

BONNIE S. TANKERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN: EDWARD T. SIRKEL and PATRICIA A. SIRKEL

Greenville, South Carolina, 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 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 Twenty-seven Thousand Seven Hundred Fifty and no/100ths Dollars (\$ 27,750.00), with interest from date at the rate of eight and one-half per centum ( 8- 1/2 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North in Birmingham, Alabama 35203 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Thirteen and 40/100 Dollars (\$ 213.40), commencing on the first day of December, 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 November, 2007

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 those pieces, parcels or lots of land with all buildings and improvements thereon on the eastern side of Sutton Drive, in Greenville County, South Carolina, known and designated as Lots Nos. 66, 67 and a small portion of Lot No. 68 of Block D, as shown on a plat of MAYFAIR ESTATES, dated May 1, 1948, recorded in the RMC Office for Greenville County, South Carolina in Plat Book S at pages 72 and 73, and having according to a more recent plat thereof made by Freeland & Associates, dated October 24, 1977, entitled PROPERTY OF EDWARD T. SIRKEL and PATRICIA A. SIRKEL, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Sutton Drive at the joint front corner of Lots Nos. 65 and 66 and running thence with the eastern side of Sutton Drive, N. 17-17 W., 66.66 feet to an iron pin in the front line of Lot No. 68; thence along a line through Lot No. 68, N. 72-43 E., 169.3 feet to an iron pin; thence S. 16-09 E., 66.7 feet to an iron pin; thence along the common line of Lots Nos. 65 and 66, S. 72-43 W., 168.0 feet to an iron pin on the eastern side of Sutton Drive, the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of Fredrick S. Mullinax and Gail S. Mullinax to be recorded simultaneously herewith.

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.

4328 RV-2