

**MORTGAGE**

1417 870  
This form is used in connection with mortgages insured under the new 1-28 family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: **David E. Nicholls and Marilyn C. Nicholls**

**Greenville County, South Carolina**

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

**Collateral Investment Company**

a corporation  
organized and existing under the laws of **Alabama**, hereinafter  
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are in-  
corporated herein by reference, in the principal sum of **Thirty Thousand Four Hundred and No/100--**  
----- Dollars (\$ **30,400.00** ) 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**  
or at such other place as the holder of the note may designate in writing, in monthly installments of -----  
**Two Hundred Thirty-three and 78/100-----** Dollars (\$ **233.78** ),  
commencing on the first day of **January** 19 **78** 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 **December, 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 Mort-  
gagor 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 near the City of Greenville, in the  
County of Greenville, State of South Carolina, on the northeastern side of Kathryn  
Circle (also known as Kathryn Circle), being known and designated as Lot No. 43  
on plat of Chestnut Hills No. 1, which plat is recorded in the R.M.C. Office for  
Greenville County, South Carolina, in Plat Book QQ, at page 83, reference to which  
is hereby made for a more complete description thereof.**

**This is the same property conveyed to the Mortgagors herein by deed of Phillip R.  
Cox by deed dated December 2, 1977, recorded 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 ab-  
solute, 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 for-  
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-  
sons 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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