

ADDRESS: 2233 Fourth Avenue, North Birmingham, Alabama 35203 ¹⁴²² ¹¹²⁹⁵

MORTGAGE

THIS MORTGAGE is made this ^{2.5} 30th day of January 1978, between the Mortgagor, Steve L. Swofford and Karen L. Swofford (herein "Borrower"), and the Mortgagee, Collateral Investment Company, a corporation organized and existing under the laws of Alabama, whose address is 2233 Fourth Avenue, North Birmingham, Alabama, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-six Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 31, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2008

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land, situate, lying, and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 103, Devenger Place, Section 2, as shown on plat thereof prepared by Dalton & Neves Co., Engineers, dated October, 1973, which plat is of record in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 5-D, at Page 8. Reference to said plat is craved for a metes and bounds description.

This being the same property conveyed unto the Grantors herein by deed from Ben Sanders, of even date to be recorded herewith.

[Handwritten signatures and stamps]

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which has the address of 311 Longstreet, Lot 103 Devenger Place, Greer, South Carolina (Street) (City) 29651 (herein "Property Address"); (State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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