

GREENVILLE COUNTY

# MORTGAGE

RECORDED IN BOOK 109 PAGE 72

1922 3 10 PM '22

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Richard J. Hughes and Shirley M. Hughes

Greenville, South Carolina, hereinafter called the Mortgagor, sends greetings

WHEREAS, the Mortgagor is well and truly indebted unto Collateral Investment Company,

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 incorporated herein by reference, in the principal sum of Twenty-four Thousand, Two Hundred Fifty and no/100ths Dollars (\$ 24,250.00 ), with interest from date at the rate of nine and one-half per centum ( 9 1/2 ) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company in Birmingham, Alabama

at such other place as the holder of the note may designate in writing, in monthly installments of Two hundred Three and 94/100ths Dollars (\$ 203.94 ), commencing on the first day of March, 19 22, 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 February, 19 29.

NOW KNOW ALL MEN, That the Mortgagor, in consideration of the abovesaid 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 in hand well and truly paid by the Mortgagor 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 - known and designated as Lot 11 of Section 1, Oakcrest Subdivision as shown on plat made by C. C. Jones and recorded in the REC Office for said County in Plat Book 66, Page 141, reference to said plat being made for a more complete description.

WITNESSETH: This mortgage was publicly acknowledged before me in my office as a Notary Public for the County of Greenville, South Carolina, on the 10th day of March, 1922, at Greenville, South Carolina.

The Mortgagor covenants and agrees as follows: That he and she will not execute or file for record any instrument which purports to restrict or limit the sale or conveyance of the abovesaid property, or the lease, or the use, or the enjoyment thereof, in any violation of this mortgage, the Mortgagee, or its assigns, holding the unpaid balance of the mortgage, may file suit to enforce the same.

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Together with all and singular the rights, members, tenements, 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 abovesaid premises.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he or she will not execute or file for record any instrument which purports to restrict or limit the sale or conveyance of the abovesaid property, or the lease, or the use, or the enjoyment thereof, in any violation of this mortgage, the Mortgagee, or its assigns, holding the unpaid balance of the mortgage, may file suit to enforce the same.

The Mortgagor covenants and agrees as follows: That he will promptly pay the principal of and interest on the abovesaid debt as evidenced by the said note at the time and in the manner therein provided. He or she is restricted to pay the full amount of any amount equal to the amount of any monthly payment on the principal that are next due on the note, or the first day of any month prior to the next day of such due date, that without any intention to violate the provisions herein contained, at least thirty days before the next payment.

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