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THE STANKERSLEY

MORTGAGE

MORTGAGE

800x 1278 PAGE 543

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

SOUTH CAROLINA

(Rev. March 1971)

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES W. MADISON and BARBARA E. MADISON

108 E. Belvedere Road, Greenville, S.C. 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 South Carolina , 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 EIGHTEEN THOUSAND ONE-HUNDRED and 00/100 Dollars (\$ 18,100.00), with interest from date at the rate of SEVEN per centum (7%) per annum until paid, said principal and interest being payable at the office of COLLATERAL INVESTMENT COMPANY in Greenville, South Carolina , or at such other place as the holder of the note may designate in writing, in monthly installments of ONE-

or at such other place as the holder of the note may designate in writing, in monthly installments of ONE-HUNDRED FORTY-EIGHT and 59/100 Dollars (\$ 148.59), commencing on the first day of July , 1973, 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 July, 2003

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

State of South Carolina:

ALL that piece, parcel or lot of land, with the building and improvements thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 5, of South Forest Estates, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, page 181, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeasterly side of East Belvedere Road, joint front corner of Lots 4 and 5, said iron pin being 304 feet in a northeasterly direction from the intersection of Straford Road and East Belvedere Road; and running thence along East Belvedere Road N. 45-26 E. 85 feet to an iron pin, joint front corner Lots 5 and 6; thence S. 44-34 E. 140 feet to an iron pin, joint rear corner Lots 5 and 6; thence S. 45-26 W. 85 feet to an iron pin, joint rear corner Lots 4 and 5; thence N. 44-34 W. 140 feet to an iron pin, the point of beginning.

THIS is the same property described in deed recorded in Deeds Volume 570, page 478.

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 Mortgagoe 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; and, provided, further, that in the event the debt is paid in full prior to maturity and

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