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SOUTH CAROLINA FHATLINM NO. 21 ST Res Segrenter 1972

MORTGAGE GREENVILLE CO. S. C.

7811 2 45 FH " STATE OF SOUTH CAROLINA. COUNTY OF GREENVILLE BY THE S. TAMBURSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

LUTHER JOHNSON AND MARIAN T. JOHNSON

of

GREENVILLB, SOUTH CAROLINA

, heremafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

COLLATERAL INVESTMENT COMPANY

, a corporation , hereinafter

organized and existing under the laws of ALABAMA 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 FIFTEEN THOUSAND FOUR HUNDRED FIFTY), with interest from date at the rate 📆) per annum until paid, said principal per centum (of **EIGHT**

and interest being payable at the office of COLLATERAL INVESTMENT COMPANY, 2233 FOURTH in BIRMINGHAM, ALABAMA AVENUE, NORTH

or at such other place as the holder of the note may designate in writing, in monthly installments of ONE HUNDRED TWENTY NINE AND 32/100----- Dollars (\$ 129.32 . 19 77, and on the first day of each month thereafter until commencing on the first day of MARCH 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, 1997

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 that piece, parcel or lot of land in the City and County of Greenville, State of South Carolina, on the southern side of Pleasant Ridge Avenue, being known and designated as Lot No. 105 of Pleasant Valley Subdivision, recorded in Plat Book EE, Page 5, R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Pleasant Ridge Avenue, joint front corner of Lots Nos. 104 and 105, and running thence S. 0-08 E. 160 feet to an iron pin, thence N. 89-52 E. 60 feet to an iron pin, thence N. 0-08 W. 160 feet to an iron pin on the southern side of Pleasant Ridge Avenue; thence S. 89-52 W. 60 feet to an iron pin, point of beginning.

Derivation: Deed Book 1050, Page 891, - C. Dan Joyner and P. Dayton Poole 2/11/77

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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 serzed 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.

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