

# MORTGAGE

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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 }

FILED  
GREENVILLE CO. S. C.

APR 24 4 49 PM '77

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ROBERT P. DOHERTY and RHONDA N. DOHERTY of  
Greenville, 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 **Twenty-Five Thousand Six Hundred and**  
**no/100-----Dollars (\$25,600.00**), with interest from date at the rate  
of **eight** per centum (**8** %) per annum until paid, said principal  
and interest being payable at the office of **Collateral Investment Company**  
in **Birmingham, Alabama**

or at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred**  
**Eighty-Seven and 90/100-----Dollars (\$187.90**),  
commencing on the first day of **June**, 1977, 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 **May**, 2007.

**NOV, 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 piece, parcel or lot of land situate, lying and being in the  
State of South Carolina, County of Greenville, being shown and designated  
as **Lot 31, Block I, Section 5 of East Highlands Estates entitled Property**  
of **Robert P. Doherty and Rhonda N. Doherty**, prepared by **Freeland & Associates**  
dated **4/26/77** and being more fully described according to said plat as  
follows:

**BEGINNING** at an iron pin on the northern side of **Claremore Avenue** at  
the joint front corner of **Lots 31 and 32** and running thence along line  
of **Lot 32 N. 34-46 E. 157.7 feet** to an iron pin; thence **S. 61-22 E. 95**  
feet to an iron pin at the joint rear corner of **Lot 31 and 30**; thence  
along the line of **Lot 30 S. 42-45 W. 176.5 feet** to an iron pin on the  
northern side of **Claremore Avenue**; thence **N. 49-31 W. 70 feet** to the  
point of beginning.

**Derivation:** Deed of **William J. Coward, III and Cynthia M. Coward** to  
Mortgagors, dated **April 26, 1977** and recorded **May 2, 1977** in Deed Book  
**1055** at Page **832**.

Plat hereinabove referred to recorded in Plat Book **K, Page 79** in the  
**R. M. C. Office for Greenville County.**

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 whosoever 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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