## MORTGAGE

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STATE OF SOUTH CAROLINA, 7 COUNTY OF GREENVILLE

to ALL BHOM THESE PRESENTS MAY CONCERN:

BOBBY E. KENNEDY

Greenville, South Carolina . heremafter called the Mortgagar, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

## COLLATERAL INVESTMENT COMPANY

Gorganized and existing under the laws of State of Alabama , bereinafter 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 ELEVEN THOUSAND ONE HUNDRED AND NO/100 ---\_\_\_\_\_ Dollars (\$ 11,100,00 with interest from date at the rate %) per annum until paid, said principal per centum ( 8 1/2 Eight and One-Half and interest being payable at the office of Collateral Investment Company, 2233 Fourth 171 Avenue, North Birmingham, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of NINETY SIX AND 35/100 -----\_\_\_\_\_ Dollars (\$ 96.35 . 1978 , and on the first day of each month thereafter until commencing on the first day of January the principal and interest are fully paid, except that the final payment of principal and interest, if not somer paid, shall be due and payable on the first day of December

NOW, KNOW ALL MEN. That the Mortgager, 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 Mortgager in hand well and truly paid by the Mortgagee at and before the scaling 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 certain piece, parcel or lot of land in the County of Greenville, State of South Carolina known and designated as Lot No. 44, Section C, as shown on plat entitled "A Subdivision for Woodside Nills, Greenville, S.C." by Pecknell & Pecknell, Engineers January 14, 1950, recorded in Plat Book W at Pages 111-117, and, according to a more recent survey by Carolina Surveying Co. dated November 21, 1977, entitled "Property of Bobby E. Kennedy", having the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of East Seventh Street, joint corner Lot No. 43 and running with the joint line of Lot No. 43, S. 7-29 E., 105 feet to an iron pin; thence with the line of an alley, S. 81-52 W., 58 feet to an iron pin; thence with the line of Lot No. 45, N. 7-29 W., 105.6 feet to an iron pin on the southern side of East Seventh Street; thence with the edge of said East Seventh Street, N. 82-31 E., 58 feet to an iron pin, the point of beginning.

This is the same property conveyed to mortgagor by Deed of Merlin and Ruth Robinson recorded November 23, 1977 in Deed Book 1049 at Page 1 in the kMC 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 absolute, that he has good right and lawful authority to sell, vonvey, 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, honever, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

**特定生活的对象** 

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