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GREENVILLE CO. S. C.

MAY 29 3 12 PM '77

CONNIE S. TANKERSLEY

STATE OF SOUTH CAROLINA }

COUNTY OF GREENVILLE }

# MORTGAGE

This instrument is subject to the provisions of the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Joel T. Harton

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 incorporated herein by reference, in the principal sum of Forty Thousand, Three Hundred Fifty and no/100ths Dollars (\$ 40,350.00 ), with interest from date at the rate of seven and three-fourths per centum ( 7-3/4 %) 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 Two Hundred Eighty-nine and 31/100ths Dollars (\$ 269.31 ), commencing on the first day of March, 1979, 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, 2009.

NOR, 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 on the northwest side of Scarlett Street and being known and designated as Lot 162 on plat of "Sherwood Forest" as filed in the RMC Office for Greenville County, South Carolina in Plat Book CG, Pages 2 and 3 and being more fully described as follows:

BEGINNING at an iron pin on the northern side of Scarlett Street, said iron pin being approximately 200 feet from the intersection of Scarlett Street and LeGrand Boulevard; running thence N 55-14 W 214.3 feet to an iron pin; thence S 26-54 W 78.5 feet to an iron pin; thence S 59-05 E 210 feet to an iron pin on Scarlett Street; thence with said Scarlett Street, N 31-35 E 75 feet to an iron pin, the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Venus N. Epting as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1096, Page 167, on January 29, 1977.

THE Mortgagor covenants and agrees so long as this mortgage and the said note secured hereby are insured under the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgage property on the basis of race, color or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.

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 Mortgagee forever, from and against the Mortgagor and all persons whatsoever 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.

GCTO  
JAN 29 1977

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