

MORTGAGE

MAR 15 11 25 AM 1937

STATE OF SOUTH CAROLINA, } ss:
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James S. Rutherford and Doris P. Rutherford -----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 Twenty-four Thousand One Hundred and No/100 -----Dollars (\$ 24,100.00 -----), with interest from date at the rate of Six -----per centum (-----6%) 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 Forty-four and 60/100 -----Dollars (\$144.60 -----), commencing on the first day of April -----, 19 67, 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 March -----, 19 97.

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 situate, lying and being on the southern side of Confederate Circle near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 80 of a subdivision known as Section 3, Sheffield Forest, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book III at Page 57; said lot having such metes and bounds as shown thereon.

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 whomsoever lawfully claiming the same or any part thereof.

This Mortgage Assigned to Vulcan Life & Accident Ins. Co.
① on 10 day of April 19 67. Assignment recorded
in Vol. 1054 of R. E. Mortgages on Page 555

This Mortgage Assigned to American Life & Casualty Insurance Company

From Vulcan Life & Accident Ins. Co.

on 31 day of Aug 19 92. Assignment recorded

in Vol. 2333 of R. E. Mortgages on Page 273

at 16 of Dec 19 92 # 78678

Book 153 Page 46
5-17-94

This Mortgage Assigned to Commercial Federal Mtg. Corp

From Owensboro National Bank

on 12th day of Oct 19 93

at 2548 # 923

on 3rd day of May 19 94 # 31022