

MORTGAGE

1038-437

THIS MORTGAGE is made this 1st day of May, 1975, between the Mortgagor, Daniel M. Makowiecki and Joanne W. Makowiecki (herein "Borrower"), and the Mortgagee, Collateral Investment Company, a corporation organized and existing under the laws of the State of Alabama, whose address is 2233 Fourth Avenue North, Birmingham, Alabama 35203 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-two thousand (\$42,000.00) Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2005;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina: Being shown and designated as Lot 121, on a Plat of DOVE TREE, recorded in the R. M. C. Office for Greenville County in Plat Book 4-X, at Pages 21, 22 and 23, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly side of Dove Tree Road, joint front corner of Lots 120 and 121, and running thence S 13-51 W 100 feet to an iron pin; thence with the intersection of said Road and Bramble Court S 58-53 W 35.3 feet to an iron pin on the northerly side of said Court; thence N 76-04 W 135 feet to an iron pin at corner of Lot 122; thence with the joint line of Lots 122 and 121, N 13-51 E 125 feet to an iron pin; thence with the joint line of Lots 120 and 121, S 76-04 E 160 feet to the point of beginning.



To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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