

GREENVILLE COUNTY  
3 23 2005

MORTGAGE

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THIS MORTGAGE is made this 30th day of July, 2005, between the Mortgagor, Paris Joseph Subrizi and Linda P. Subrizi, of the County of Greenville, State of South Carolina, and the Mortgagee, Collateral Investment Company, organized and existing under the laws of Alabama, whose address is 2233 Fourth Avenue North, Birmingham, Alabama.

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Six Thousand and No/100 (\$26,000.00) Dollars, which indebtedness is evidenced by Borrower's note of even date herewith therein "Note", providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the first day of June, 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:

All that certain piece, parcel or lot of land situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, being shown and designated as Lot Number Five (5) on plat of Brentwood, Section 2, made by Piedmont Engineers & Architects, dated May 19, 1972, of record in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4R at page 5, and shown on resurvey made by Dalton & Neves Company Engineers, dated July 2, 1975, of record in the R.M.C. Office aforesaid in Plat Book 5m at page 10, and being more particularly described according to said plat as follows: BEGINNING at a point on the Southern side of Brentwood Way, said point being the common corner of Lots Numbers Four (4) and Five (5), and running thence South 10 degrees 16 minutes West one hundred fifty-seven and three-tenths (157.3) feet to point, thence North 72 degrees 48 minutes West one hundred ten (110) feet to point, thence North 8 degrees 14 minutes East one hundred fifty-three and thirty-five one-hundredths (153.35) feet to point on the Southern side of Brentwood Way, thence along the Southern side of Brentwood Way South 74 degrees 49 minutes East one hundred fifteen (115) feet to the beginning corner; being bounded on the East by Lot Number Four (4) of said plat, on the South by lands now or formerly of Rackley, on the West by Lot Number Six (6) of said plat, and on the North by Brentwood Way. And being the same lot of land conveyed to mortgagors herein by deed of Rackley, Builder-Developer, Inc., of even date herewith to be recorded.



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 seized 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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