

SOUTH CAROLINA
THE COMMONS
RECORDS

MORTGAGE

1357 579

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 14 4 28 PM '76

TO ALL WHOM THESE PRESENTS SHALL COME, I, **JAMES L. CLEVELAND** and

JANET S. CLEVELAND
Greenville, South Carolina

WHEREAS, the Mortgagee as well and truly indebted unto **Collateral Investment Company**

organized and existing under the laws of **the state 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 **Eighteen Thousand, Three Hundred and No/100-----Dollars (\$ 18,300.00** with interest from date at the rate of **Eight & Three-fourths** per centum **8-3/4** to per annum until paid, said principal and interest being payable at the office of **Collateral Investment Company, 2233 Fourth Avenue, North** in **Birmingham, Alabama 35203** or at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred, Forty-four and 02/100-----Dollars (\$ 144.02** commencing on the first day of **June** 19 **76**, 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 **May, 2006**.

NOT KNOR 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 Mortgagee in hand well and truly paid by the Mortgagor 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 in the County of Greenville, State of South Carolina, on the Northern side of Newcastle Place being known and designated as Lot No. 53 as shown on a plat entitled THE VILLAGE, SECTION I, dated October 13, 1972, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R at Page 52, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Newcastle Place, joint corner of Lots 52 and 53 and runs thence along the line of Lot 52, N. 56-20-21 W. 111.16 feet to an iron pin; thence along the line of Lot 74, S. 27-28-56 W. 155 feet to an iron pin; thence along the line of Lot 66, S. 67-24-49 E. 101.86 feet to an iron pin; thence along the line of Lot 54, N. 49-21-09 E. 107.52 feet to an iron pin on the west side of Newcastle Place; thence with the curve of Newcastle Place (the chord being N. 14-25-45 W. 46.44 feet) to the point of beginning.

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.

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.

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