

MORTGAGE

2076 1419 805
This instrument is subject to the provisions of the National Housing Act, as amended, and the National Housing Act of 1954, as amended.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN SHERWOOD D. W. BROOKS AND ELLA MARIE BROOKS

Greenville, South Carolina

hereinafter called the Mortgagor, sends greetings

WHEREAS, the Mortgagor is well and truly indebted unto

COLLATERAL INVESTMENT COMPANY

a corporation

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 **Twenty Seven Thousand and No/100**

Dollars (\$ **27,000.00**) with interest from date at the rate of **eight & one-half** (8.50) per centum (8.50) per annum until paid, said principal

and interest being payable at the office of **Collateral Investment Company, 2233 Fourth Avenue, North** in **Birmingham, Alabama**

or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Seven and 63/100** Dollars (\$ **207.63**)

commencing on the first day of **February**, 1978, 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 **January, 2007**.

NOT KNOWN 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 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, together with all buildings and improvements thereon, situate, lying and being on the northern side of Alpha Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 119 on a plat of KENNEDY PARK made by Piedmont Engineers & Architects, dated September 28, 1964, as revised, recorded in the RMC Office for Greenville County, South Carolina in Plat Book JJJ at page 179, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same conveyed to the mortgagors herein by deed of Carolina Investors, Inc., to be recorded herewith.

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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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