

# MORTGAGE

1423 983  
This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA } Mortgagee's Address:  
COUNTY OF GREENVILLE } 2233 Fourth Avenue, North  
Birmingham, Alabama 35203

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
JOHN C. SHENBERGER and PAMELA K. SHENBERGER

Greenville County, 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 **Thirty-Four Thousand Four Hundred and No/100** Dollars (\$ 34,400.00 ), with interest from date at the rate of **Eight and one-half** per centum (8½) 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 **Two Hundred Sixty-Four and 54/100** Dollars (\$ 264.54 ), commencing on the first day of **April**, 19 **78**, 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, 2008**

**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 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 northern side of Oakwood Avenue, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 23 on plat of **OAKWOOD ACRES**, dated September, 1959, prepared by J. Mac Richardson, RLS, recorded in Plat Book MM, Page 135 in the KMC Office for Greenville County and being described, according to said plat, more particularly, to wit:

**BEGINNING** at an iron pin on the northern side of Oakwood Avenue, at the joint front corner of Lots 23 and 24 and running thence along the common line of said lots, N 22-55 W 175 feet to an iron pin at the joint rear corner of said lots; thence N 67-05 E 90 feet to an iron pin at the joint rear corner of Lots 22 and 23; thence along the common line of said lots, S 22-55 E 175 feet to an iron pin at the joint front corner of said lots on the northern side of Oakwood Avenue; thence along the said avenue, S 67-05 W 90 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Russell E. Ballentine, recorded in the KMC Office for Greenville County on February 22, 1978 in Deed Book 1074, Page 69.

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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