SOUTH CAROLINA

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1400 414

TO ALL WHOM THESE PRESENTS MAY CONCERN: James E. Smith and Lucille Smith

42 Foxhall Road, Greenville, S. C.

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 Twenty-nine Thousand Two Hundred----------Dollars $ 29,200.00----- with interest thereon from date at the rate of Nine and one-half---------per centum -9 1/2---- per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, Post Office Box C-180 in Birmingham, Alabama 35283 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Forty-five and 57/100----------Dollars $245.57-------, commencing on the first day of August, 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 July, 2008.

NOW, KNOW 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 northerly side of Foxhall Road, in Greenville County, South Carolina, being known and designated as part of Lot 274, Section B, Woodfields Subdivision, a plat of which is recorded in the RMC Office for Greenville County in Plat Book Z at Page 121. Said lot has such metes and bounds as is shown by more recent plat prepared by Carolina Surveying Company dated June 29, 1978, and recorded in the RMC Office for Greenville County in Plat Book 6-5 Page 71 reference to the more recent plat is hereby craved for a more complete description.

This is the same property conveyed to mortgagors herein by deed of Karl Emerson of even date herewith.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, and all heating, plumbing, lighting, air conditioning, refrigerating, cooking, ventilating, water heating and power equipment, and all other fixtures now or hereafter attached to, connected with or used in connection with the said premises, to be kept and used as a part of the realty hereinbelow described.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove conveyed in fee simple absolute, that it has good right and lawful authority to sell, convey or encumber the same, and that it will forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That it will promptly pay the principal and interest on the indebtedness evidenced by the note and any other sums payable hereunder or under any other instrument or instruments now or hereafter constituting a lien on the premises herein described, in the manner provided therein, and that it will keep the premises free from any mechanic's lien or other lien or assessment which may be imposed upon the premises, and that it will pay the same when due and payable and promptly deliver to the Mortgagee receipts evidencing such payments.

SECOND

RECORDED 1400 414

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