

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF Greenville }

WHEREAS: Frederick W. Knebusch and Ruth M. Knebusch

of Greenville County, South Carolina, hereinafter called the Mortgagor, is indebted to Collateral Investment Company

, a corporation organized and existing under the laws of Alabama, hereinafter called 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 Sixty-five Thousand Dollars (\$65,000.00 - - - - -), with interest 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 in Birmingham, Alabama, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Five Hundred Forty-six and 65/100 Dollars (\$546.65 - - - - -), commencing on the first day of February, 1979, and continuing 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, 2009.

Now, Know All Men, that Mortgagee, 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 76, on a plat of Pine Brook Forest Subdivision according to a plat prepared by Charles E. Dunn, Surveyor, said plat being recorded in the KNO office for Greenville County, South Carolina, in Plat Book 4 E at pages 46 and 47, and, according to said plat, having the following notes and bounds, to wit:

Beginning at an iron pin on the northwestern side of Rose Wood Drive at the joint front corner of lots 75 and 76 and running thence with the common line of said lots N 16-35 W 130 feet to an iron pin; thence N 7-25 E 110 feet to an iron pin; thence S 16-35 E 130 feet to an iron pin on the northwestern side of Rose Wood Drive; thence with the said side of Rose Wood Drive S 7-25 W 120 feet to an iron pin, the point of beginning.

This is the same property heretofore conveyed to the Mortgagors herein by Jeffrey M. Lemoine and Mary A. Lemoine by deed dated January 3rd, 1977, and recorded January 11, 1979, in the KNO office for Greenville County in deed Book 112 at page 151.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;

The mortgagor covenants and agrees that so long as the mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemembers' Civil Relief Act of 1974, as amended, he will not execute or file for record any instrument which imposes a restriction upon the sale or conveyance of the mortgaged property or the proceeds therefrom, or which purports to violate or to be a substitute for, the provisions of said Act.

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