

MORTGAGE
GREENVILLE CO. S.C.

RECORDED IN 101
[Stamp]

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

W 22 12 53 PM '79
DANNE G. TURNER, CLERK

TO ALL WHOM THESE PRESENTS MAY CONCERN

Timothy M. Swofford and Elizabeth G. Swofford
Greenville, South Carolina hereinafter called the Mortgagor, send these presents

WHEREAS, the Mortgage as well and hereinafter called into 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 **Twenty Eight Thousand Two Hundred Fifty and no/100-----Dollars (\$28,250.00-----)** with interest from date at the rate of **seven and three-fourths-----per centum (7.75-----)** per annum until paid, said principal and interest to be 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 Two and 55/100-----Dollars (\$202.55-----)** commencing on the first day of **March** 19**79** 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 soever paid, shall be due and payable on the first day of **February, 2009**

NOT ENOUGH MEN. That the Mortgagor in consideration of the amount hereunto set forth 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 reading 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 lying in the State of South Carolina, County of Greenville, shown as Lot 8 on plat of Sunrise Terrace, recorded in Plat Book 48 at page 45 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Joseph W. Turner and Barbara E. Turner by deed recorded herewith.

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Together with all and singular the rights, franchises, incidents, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had thereon, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the premises to be hereinafter described.

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

The Mortgagee covenants that he lawfully received of the mortgagor the sum hereunto described in the complete release that he has good right and legal authority to sell, lease, or otherwise dispose of the premises, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagee further covenants that he will defend and save the mortgagor harmless from and against the Mortgagee and all persons whomsoever lawfully claiming the same on any part thereof.

The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the note hereunto described by the mortgagor at the times and in the manner therein provided. The mortgagor covenants that he will pay to the Mortgagee the amount of the monthly payments on the principal of the note on the first day of the month next following the date of the payment of the principal of the note, and that he will pay to the Mortgagee the amount of the interest on the note on the first day of the month next following the date of the payment of the principal of the note.

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