

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

FEB 1 3 17 PM '79

TO ALL WHOM THESE PRESENTS MAY CONCERN DONNIE S. TANKERSLEY
R.M.C.

Eugene C. Rygg and Mona B. Rygg
Simpsonville, South Carolina

hereinafter called the Mortgagor, send(s) greetings

WHEREAS, the Mortgagor is well and truly indebted unto **Collateral Investment Company**

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-One Thousand One Hundred Fifty and No/100** Dollars (\$ **31,150.00**) 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, 2100 First 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 Sixty-One and 97/100** Dollars (\$ **261.97**), commencing on the first day of **January** 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 sooner paid, shall be due and payable on the first day of **December** **2008** ^{1st} _{1st}

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 Mortgagee in hand well and truly paid by the Mortgagor 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 certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the Town of Simpsonville, County and State aforesaid, being known and designated as Lot 601, Section VI Westwood Subdivision as shown on plat of Westwood, Section VI recorded in the R.M.C. Office for Greenville County in Plat Book 4X at page 100, being more fully shown on plat entitled "Property of Eugene C. Rygg and Mona B. Rygg" dated September 1978 prepared by Dalton & Neves Co., Engineers, and having according to said plat the following metes and bounds, to-wit:**

BEGINNING at an iron pin on the Southwest side of Alder Drive, joint front corner of Lots No. 601 and 600 and running with said Alder Drive, S. 34-12 E. 15 feet to an iron pin; thence continuing with said Drive, S. 29-40 E. 85.0 feet to an iron pin, joint front corner of Lots No. 601 and 602; thence S. 60-00 W. 170.0 feet to an iron pin, joint rear corner of Lots No. 601 and 602; thence N. 33-43 W. 70 feet to an iron pin, joint rear corner of Lots No. 601 and 600; thence N. 50-11 E. 176.52 feet to an iron pin, the point of beginning.

Subject to easements, rights-of-way and restrictions of record, if any, affecting the property.

BEING the identical property conveyed to the Mortgagors herein by deed of Norman M. and Charie B. Jenkins dated and recorded even date herewith in the R.M.C. Office for Greenville County in Deed Book 1041 at page 129.

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 fixtures, plantings, and building materials 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 Mortgagee further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whosoever lawfully claiming the same, or any part thereof.

The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the said debt secured by the said note, at the times and in the manner therein provided. Priority is reserved to pay the debt in all cases in 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, or in full, whichever that written notice of an intention to exercise such priority is given at least thirty days prior to payment.

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