

SEP 24 1977

1409 10

This form is used in connection with mortgages insured under the new 40-year family provisions of the National Housing Act.

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

DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WILLIAM N. TRKSAC AND TEDDY G. TRKSAC

GREENVILLE COUNTY, S. C.

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, a corporation
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-SIX THOUSAND & 00/100---~~
Dollars (\$ 26,000.00) with interest from date at the rate of EIGHT & ONE-HALF per centum (8-1/2 %) 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, in monthly installments of ~~---ONE HUNDRED NINETY-NINE & 94/100---~~ Dollars (\$ 199.94), commencing on the first day of OCTOBER, 19 77, 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 SEPTEMBER, 2007

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 certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Austin Township, Town of Simpsonville, and being shown and designated as Lot No. 333, Section IV of Westwood Subdivision as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book 4R, Page 30, and being further shown and designated on a more recent plat prepared for William N. and Teddy G. Trksak by J. L. Montgomery, III, R.L.S., dated August 31, 1977, to be recorded in Plat Book 64, Page 75, R.M.C. Office for Greenville County, and having, according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern edge of Tebblewood Drive, joint front corner with Lot No. 334, and running thence N. 83-15 E., 106.2 feet to an iron pin; thence turning and running N. 6-43 W., 157.55 feet to an iron pin; thence turning and running S. 80 W., 46.5 feet to an iron pin; thence turning and running S. 28-41 W., 140 feet to an iron pin; thence turning and running along the eastern edge of Tebblewood Drive, S. 34-06 E., 45.9 feet to an iron pin, the point of beginning.

Being the same property conveyed to William N. and Teddy G. Trksak by deed of Stanley M. Brown, dated September 1, 1977, to be recorded in the R.M.C. Office for Greenville County.

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.

RECORDED

BOOK

4328 RV-27