

GREENVILLE, SOUTH CAROLINA

JULY 12, 1979

SUSANNE S. THOMAS-CARLEY  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

## MORTGAGE



TO ALL WHOM THESE PRESENTS MAY CONCERN: ROBERT FOGGIE AND RUTH M. FOGGIE

Greenville, South Carolina

, hereinafter called the Mortgagor, sendsGreetings

WHEREAS, the Mortgagor is well and truly indebted unto **COLLATERAL INVESTMENT COMPANY**

incorpo*ated* and existing under the laws of **the state of Alabama**,  
 called the Mortgagor, 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 Six Thousand, Five Hundred**  
**and No/100** ----- Dollars \$ 36,500.00 , with interest from date at the rate  
**of nine and one-half** per cent. 9.50 per annum until paid, said principal  
 and interest being payable at the office of **Collateral Investment Company**, 2100 First  
 Avenue, North , Birmingham, Alabama 35203  
 at such other place as the holder of the note may designate in writing, in monthly installments of **Three**  
**Hundred Six and 97/100** ----- Dollars \$ 306.97  
 commencing on the first day of **February** , 1979 , 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 **January** 2009.

KNOW ALL MEN, That the Mortgagor, in consideration of the above and debt and for better securing the  
 payment thereof to the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3) to the Mort-  
 gagor, have well and truly paid to the Mortgagor at and before the sealing and delivery of these presents, the  
 receipt whereof is hereby acknowledged, has executed, delivered, sold, and released, and by these presents does  
 grant, transfer, sell, and release unto the Mortgagor 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, together with all buildings  
 and improvements thereon, situate, lying and being on the north-  
 eastern side of Riggs Street, Greenville County, South Carolina,  
 being shown and designated as Lot No. 19 on a plat of **STAUNTON COURT**  
 made by Piedmont Engineers & Architects dated June 1966 recorded in  
 the RYC Office for Greenville County, South Carolina in Plat Book  
 PIP at page 41, reference to which plat is hereby craved for the metes  
 and bounds thereof.

The above described property is the same conveyed to the mortgagors  
 herein by deed of Gerald R. Glur, to be recorded herewith.

RECEIVED  
JULY 12, 1979  
REG'D JUN 14, 1979  
RECORDED

Together with all and singular the rights, members, appurtenances 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 all other rights, title, and interests, natural and artificial, in and to the same, including all fixtures connected  
 in connection with the real estate herein described.

**TO HAVE AND TO HOLD**, all and singular the said premises unto the Mortgagor, 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, alienate 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 Mortgagor forever, from and against the Mortgagor and all persons  
 whatsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

- 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 herein provided. This note is rescheduled to pay the last day of the month or next equal  
 to one or more monthly payments on the principal that are next due on the note, on the first day of the month prior  
 to maturity, provided, however, that written notice of an intent to reschedule provided in paragraph 10, at least thirty  
 (30) days prior to payment.