

SOUTH CAROLINA
RECORDS & DEEDS
GREENVILLE

MORTGAGE
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GREENVILLE CO. S. C.

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GREENVILLE CO. S. C.
FEB 27 1976

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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CONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN

ROBERT J. ROSEBERRY and MARSHA S. ROSEBERRY of
Greenville, South Carolina (hereinafter called the Mortgagor, send(s) greetings

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

a corporation 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 **Sixteen Thousand, Nine Hundred, Fifty and No/100-----Dollars (\$ 16,950.00** with interest from date at the rate of **Eight & Three-fourths** per annum **8 3/4** per annum until paid, said principal and interest being payable at the office of **Collateral Investment Company, 2233 Fourth Avenue, North** in **Birmingham, Alabama** or at such other place as the holder of the note may designate in writing, in monthly installments of **One Hundred, Thirty-three and 40/100-----Dollars (\$ 133.40** commencing on the first day of **April**, 19 **76**, 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 **March, 2006**

NOT KNOWN ALL MEN, That the Mortgagor, in consideration of the moneys so lent 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 buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, on the Eastern side of Meridian Avenue in a Subdivision known as Super Highway Home Sites, being known and designated as Lot No. 70 of said subdivision and having such metes and bounds, courses and distances as are shown on plat of Super Highway Home Sites, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book P at Page 53, reference being made to said recorded plat for a more particular description of the within conveyed premises. According to said plat, the within conveyed premises have a frontage on Meridian Avenue of 80 feet, a depth along its Northern and Southern boundaries of 182.5 feet and said premises measure along their Eastern or rear boundary 80 feet.



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.

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