DONNIE S. TANKERSLEY

R.M.C.

SOUTH CAROLINA

VA Form 26—6335 (Home Loan) Revised September 1975. Use Optional. Section 1819, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

WHEREAS: THOMAS A. RUSH AND AMY L. RUSH

Greenville, South Carolina

, hereinafter called the Mortgagor, is indebted to

COLONIAL MORTGAGE COMPANY

, a corporation organized and existing under the laws of the State of Alabama hereinafter called 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 Four Thousand Nine Hundred Fifty and No/100----- Dollars (\$ 24,950.00), with interest from date at the rate of eleven and one-half per centum (11.5%) per annum until paid, said principal and interest being payable at the office of Colonial Mortgage Company, P.O. Box 2571 in Montgomery, Alabama , or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Forty), commencing on the first day of , 19 80, and continuing 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 February , 2010.

Now, Know All Men, that 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville

, State of South Carolina;

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the northern side of Kay Drive and being known and designated as Lot No. 83, Section Two of Belmont Heights Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book GG, Page 99 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Kay Drive, joint front corner of Lots Nos. 83 and 84 and running thence with the common line of said lots N. 23-00 E., 160 feet to an iron pin at the joint rear corner of Lots Nos. 83 and 84; thence with the rear line of Lot No. 83 S. 67-00 E., 70 feet to an iron pin at the joint rear corner of Lots Nos. 82 and 83 and running thence with the common line of said lots S. 23-00 W., 160 feet to an iron pin on the northern side of Kay Drive; thence with Kay Drive N. 67-00 W., 70 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of Charles E. Smith recorded in the R.M.C. Office for Greenville County on January /7, 1980, in Deed Book ///9, Page /67.

Should the Veterans Administration fail or refuse to issue its guaranty in the full amount committed upon by the Veterans Administration under the provisions of the Servicemen's Act of 1944, as amended, within sixty days from the date this loan would normally become eligible for such guaranty, the holder may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any further action as by law provided.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned; range and automatic washer.

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