

# MORTGAGE

BOOK 1432 PAGE 743

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

FILED  
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
JONNIE S. JANKERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN: Floyd L. Fox and Martha F. Fox

Greenville County, S. C., hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Colonial Mortgage Company

, a corporation organized and existing under the laws of 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 Seventeen Thousand Nine Hundred and no/100----- Dollars (\$17,900.00), with interest from date at the rate of eight and three-quarters per centum ( 8-3/4 %) per annum until paid, said principal and interest being payable at the office of Colonial Mortgage Company P. O. Box 2571 in Montgomery, Alabama 36105 or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Forty and 87/100----- Dollars (\$ 140.87 ), commencing on the first day of July, 19 78, 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 June, 2008.

NOV, 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 piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the South side of Gordon Street, near the City of Greenville, being a portion of Lots Nos. 20 and 22, Block C, as shown on plat of "Highland" made by W. D. Neves, Engineer, in February, 1920, recorded in the RMC Office for Greenville County, S. C., in Plat Book E, at page 208, and described as follows:

BEGINNING at a stake on the South side of Gordon Street which stake is 250 feet East of the intersection of Gordon Street and Texas Avenue, and running thence with the Southern side of Gordon Street N. 71-00 E. 50 feet to a stake, at corner of Lot No. 23; thence in a Southerly direction S. 15-48 E. 160 feet to a point; thence S. 71-00 W. 43.25 feet to a point; thence turning and running N. 18-13 W. 159.76 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Judy Elaine Edwards dated the 19th day of May, 1978, and recorded herewith.

Mortgagee's Mailing Address: P.O. Box 2571, Montgomery, Alabama 36105

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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