VOL 1693 FASE 92

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

MORTGAGE

STATE OF SOUTH CAROLINA. COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE'S TANKERSLEY

James L. Williams and Geraldine B. Williams

Greenville County, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

Colonial Mortgage Company

, a corporation , hereinaster

Alabama organized and existing under the laws of 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

Thirty-Seven Thousand and No/100------Dollars (\$ 37,000.00

),

with interest from date at the rate of Twelve and One-Half

per centum (

%)

per annum until paid, said principal and interest being payable at the office of Colonial Mortgage Company in Montgomery, Alabama 36142 P. O. Box 250-C

or at such other place as the holder of the note may designate in writing, in monthly installments of

, 19 35, and on the first day of each month thereafter until the princommencing on the first day of February cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable January on the first day of

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 those lots of land situate in the State and County aforesaid, East of the City of Greenville, near the Laurens Road and designated as parts of Lots Nos. 73 and 74 in subdivision of Eastover as shown by plat recorded in plat book F, page 42, having the following metes and bounds, to-wit:

BEGINNING at a stake in line of lots Nos. 74 and 75, 70 feet from line of Lot No. 72 and running thence N. 64-30 E. 96 feet to Beechwood Avenue; thence with said Avenue S. 71-55 E. 112.1 feet to Arden Street; thence in a curved line with diameter of 28 feet to iron pin on Arden Street; thence still with Arden Street 156 feet to a stake in line of Lot No. 73; thence N. 25-30 W. 100 feet to the beginning; these boundaries including all of lots Nos. 73 and 74 as shown by said plat except a strip 70 feet by 100 feet taken from the side of said lots and lying parallel to and adjoining line of lot No. 72.

This being the same property conveyed to the Mortgagors herein by deed of Elvie H. Barnett, recorded in the RMC Office for Greenville County in Deed Book /228 of even date herewith.

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 herein 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.

Replaces Form FHA-2175M, which is Obsolete

HUD-92175M (1-79)

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