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GREENVILLE CO. S. C.
JUN 22 2 46 PM '79
DONNIE S. TANKERSLEY
R.M.C.

1979 JUN 31
SOUTH CAROLINA

VA Form 26-4338 (Home Loan)
Revised September 1975. Use Optional.
Section 1510, Title 38 U.S.C. Accept-
able to Federal National Mortgage
Association.

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

WHEREAS: James Madden, Jr. and Joyce Ann Madden

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 Thirty Seven Thousand Nine Hundred Fifty and No/100----- Dollars (\$ 37,950.00), with interest from date at the rate of ten per centum (10 %) 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 Three Hundred Thirty Three and 20/100----- Dollars (\$ 333.20), commencing on the first day of August 1, 19 79, 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 July 1, 2009.

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 situate, lying and being in the State of South Carolina, County of Greenville, at the southeastern corner of the intersection of Sheffield Drive and Squire Place, near the City of Greenville, being known and designated as Lot No. 33 as shown on a plat of Canterbury Subdivision, Section I, prepared by Heaner Engineering Co., Inc., dated March 22, 1972, and recorded in the R.M.C. Office for Greenville County in Plat Book 4-N, Page 69 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Sheffield Drive at the joint corner of Lots Nos. 32 and 33 and running thence with the line of Lot No. 32 N. 85-08-00 E., 118.87 feet to an iron pin; thence with the line of Lot No. 34 N. 09-39-10 W., 119.83 feet to an iron pin on the southern side of Squire Place; thence with the curve of the southern side of Squire Place, the chord of which is S. 82-44-25 W., 39.46 feet to an iron pin; thence continuing with the southern side of Squire Place S. 85-08 W., 70.00 feet to an iron pin; thence with the intersection of Squire Place and Sheffield Drive S. 40-08 W., 34.99 feet to an iron pin on the eastern side of Sheffield Drive; thence with the curve of the eastern side of Sheffield Drive; thence with the curve of the eastern side of Sheffield Drive, the chord of which is S. 20-04-56 E., 96.40 feet to the point of beginning.

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This is the same property conveyed to the mortgagors by deed of Larry T. Edmonds and Rebecca D. Edmonds recorded in the R.M.C. Office for Greenville County on June 22, 1979, in Deed Book 1105, Page 322.

Should the Veterans Administration fail or refuse to issue its guaranty on the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration within sixty (60) days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

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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; Fire Screen, Wall-to-wall carpeting, range or countertop.

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