

SOUTH CAROLINA
FHA FORM NO. 2175M
(Rev. September 1976)

FILED
GREENVILLE CO. S. C. **MORTGAGE**

MAR 5 3 11 PM '79

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

DONNIE S. TANKERSLEY
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: J. MARK WELLS, SR., AND JANET L. WELLS
of
GREENVILLE, SOUTH CAROLINA, 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 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 THIRTY-TWO THOUSAND EIGHT HUNDRED AND NO/100----- Dollars (\$ 32,800.00), with interest from date at the rate of SEVEN AND THREE-FOURTHS per centum (7.75 %) 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 TWO HUNDRED THIRTY-FIVE AND 18/100----- Dollars (\$ 235.18), commencing on the first day of MAY, 19 79, 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 APRIL 1, 2009

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 that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, in School District 7-H on the east side of Carolina Avenue, and being known and designated as Lot No. 3, of Block J, of Section 5, of a subdivision known as EAST HIGHLANDS ESTATE as shown on plat thereof made by dalton & Neves, Engineers, in February, 1941, and recorded in the R.M.C. Office for Greenville County in Plat Book K, at pages 78, 79 and 80, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Carolina Avenue at the corner of Lot No. 2 of Block J and running thence along the line of that lot, N. 72-45 E. 168.8 feet to an iron pin in the line of Lot No. 1; thence along the line of Lot No. 1, S. 15-46 E. 76.7 feet to an iron pin at the rear corner of Lot No. 1 in the line of Lot No. 4 of Block J; thence along the line of that Lot S 75-03 W. 160 feet to an iron pin at the corner of said lot on the east side of Carolina Avenue; thence along the east side of Carolina Avenue, N. 22-48 W. 70 feet to the beginning corner.

Derivation: Deed Book 1099, Page 807 - Pauline U. McKinney 3/5/79

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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