

RECORDED
CO. S. C.
OCT 17 5 53 PM '79
MCCORMICK & CO. GREENVILLE

1419 014

MORTGAGE

This instrument is subject to the provisions of the National Home Loan Act.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: Sammy O. Coln and Dorothy A. Franklin

Greenville, 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 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 Twenty-Four Thousand Seven Hundred and No/100----- Dollars (\$ 24,700.00),

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, in monthly installments of Two Hundred Sixteen and 87/100 ----- Dollars (\$ 216.87), commencing on the first day of October, 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 September, 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 in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 4, Block E, as shown on plat of Carolina Court, recorded in Plat Book F at Page 96, in the RMC Office for Greenville County, S. C., and being more particularly described, according to said plat, as follows:

BEGINNING at an iron pin in the northern side of Eastlan Drive (formerly Wickliffe Street) which pin is 241.3 feet east of the intersection of Eastlan Drive and Buena Vista Avenue, and is the joint front corner of Lots 3 and 4, and running thence with joint line of said lots, N. 35-05 E. 156.1 feet to an iron pin in line of right of way of C. & W.C. Railroad; thence with said right of way, S. 71-0 E. 72.8 feet to an iron pin, joint rear corner of Lots 4 and 5; thence with joint line of said lots S. 35-05 W. 176.2 feet to an iron pin in the northern side of Eastland Drive; thence with said Drive N. 54-55 W. 70 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Lois R. Mitchell of even date to be recorded herewith.

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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 an 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.

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