

REC'D  
10 59 AM '80  
R.H.C. BERSLEY

# MORTGAGE

FORM 1496 300

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

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**Tony A. Poole**  
**Greenville, S. C.**

of  
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 **the United States of America**, 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 **Forty One Thousand and no/100**-----  
Dollars (\$ **41,000.00**-----).

with interest from date at the rate of **eight**-----per centum (-----**8%**)  
per annum until paid, said principal and interest being payable at the office of

**Colonial Mortgage Company** in **Montgomery, Alabama**  
or at such other place as the holder of the note may designate in writing, in monthly installments of **Three Hundred and**  
**94/100**-----  
Dollars (\$ **300.94**-----).

commencing on the first day of **April**, 19**80**, and on the first day of each month thereafter until the prin-  
cipal 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 **March, 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, bar-  
gained, 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  
State of South Carolina:

**All that piece, parcel or lot of land lying in the State of  
South Carolina, County of Greenville, shown as Lot 55 on plat  
of White Oak Hills, Section 1, recorded in Plat Book 7 C at page  
33 and having such courses and distances as will appear by reference  
to said plat.**

**Being the same property conveyed by Bobby Joe Jones Builders, Inc.  
by deed recorded herewith.**

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP

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 encum-  
brances 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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