Post Office Box 2571 Montgomery, Alabama 36105

## **MORTGAGE**

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

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

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Virginia D. Vaughan

RHELLRSLEY

Greenville, South Carolina

on the first day of April, 2010.

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

Colonial Mortgage Company WHEREAS, the Mortgagor is well and truly indebted unto

, a corporation , hereinafter organized and existing under the laws of the State of Alabama 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 Two Hundred and No/100---Dollars (\$ 24,200.00 ),

%) with interest from date at the rate of eight per centum ( 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 Dollars (S 177.63 One Hundred Seventy-Seven and 63/100-, 1980, and on the first day of each month thereafter until the princommencing on the first day of May cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable

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 at the Northwestern corner of the intersection of Darlington Avenue and Berkley Avenue, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 17 of a Subdivision of Property of the Ethel Y. Perry Estate, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book R at Page 127; also shown as the Property of Virginia D. Vaughn on a plat prepared by Carolina Surveying Co. recorded in the R.M.C. Office for Greenville County in Plat Book 7-W at Page 11 said Lot having such metes and bounds as shown on said latter plat.

This is the identical property conveyed to the Mortgagor herein by Deed of Frank McGowan, Master in Equity for Greenville County, recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or apportaining, 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 Morigagor 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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