

FILED
GREENVILLE CO. S. C.

BOOK 1439 PAGE 848

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

JUL 31 3 31 PM 1978 MORTGAGE

DONNIE S. TANNERSLEY
R.M.C.

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:

NOAH LOMAX and FREDDIE V. LOMAX 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 STATE OF ALABAMA, hereinafter
called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are in-
corporated herein by reference, in the principal sum of Twenty six thousand four hundred
fifty & 00/100----- Dollars (\$ 26,450.00), with interest from date at the rate
of Nine & one-half per centum (9.50 %) per annum until paid, said principal
and interest being payable at the office of COLONIAL MORTGAGE COMPANY
POST OFFICE 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
twenty two & 44/100-----Dollars (\$ 222.44),
commencing on the first day of September, 1978, 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 August, 2008.

NOT, 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 Mort-
gagor 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:

w. g. c.

ALL that piece, parcel or lot of land situate, lying and being on the
southern side of Third Day Street, near the City of Greenville, County
of Greenville, State of South Carolina, being known and designated
as Lot No. 45 as shown on a plat of Centerbury Subdivision, Section I,
prepared by Heaner Engineering Co., Inc., dated March 22, 1972,
and recorded in the RMC Office for Greenville County, S.C., in Plat
Book 4-N, at Page 69, reference to said plat being hereby craved for
the metes and bounds description.

This being the same property conveyed to mortgagor by deed of Cathy
G. Cunningham, dated July 28, 1978, recorded in the RMC Office for
Greenville County, S.C., in deed book 1084 at Page 350.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
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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 ab-
solute, 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 for-
ever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all per-
sons 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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