

SOUTH CAROLINA  
FILE NO. 203  
DATE: 2/23/79

# MORTGAGE

This instrument is subject to the provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: **ROMAN E. HECKELMANN and KATHRYN K. HECKELMANN**

**SIMPSONVILLE, 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 THOUSAND NINE HUNDRED and NO/100** Dollars (\$ **30,900.00**) with interest from date at the rate of **nine and one-half** per centum **9.50** 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 FIFTY-NINE and 87/100** Dollars (\$ **259.87**) commencing on the first day of **March** 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 **February, 2009**.

**NOT KNOWN 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 Mortgagee 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, conveyed, 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 certain piece, parcel or lot of land in Greenville County, State of South Carolina in the Town of Simpsonville, being shown as Lot No. 240 on plat of WESTWOOD Subdivision, Section III and recorded in the RMC Office for Greenville County in Plat Book 4N at page 30 and having, according to a recent survey for Roman E. Heckelmann and Kathryn K. Heckelmann, prepared by James Thomas Wigington, R.L.S., dated January 20, 1979, the following metes and bounds, to-wit:**

**BEGINNING at an old iron pin (bent) on the southwesterly edge of Sellwood Circle which iron pin is located 282.3 feet southeast of the intersection of Aspenwood Drive and running thence with the joint line of Lots 240 and 241 S. 47.07 W. 140.2 feet to an iron pin; thence S. 32-56 E. 120.1 feet to an old iron pin at the joint rear corner of Lots 239 and 240; thence with the joint line of said lots N. 30-23 E. 172.0 feet to an old iron pin on the southwesterly edge of Sellwood Circle; thence with the southwesterly edge of Sellwood Circle N. 46-01 W. 68.9 feet to the beginning corner.**

**This being the same property conveyed to the Mortgagors herein by deed of Ricky W. Richey, January 27, 1979, to be recorded herewith.**

Together with all and singular the rights, members, tenements, 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 the same, together 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 Mortgagee covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has full right and legal authority to sell, convey, or otherwise dispose of the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagee further covenants to warrant and forever defend all and singular the premises unto the Mortgagee to have, hold, and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee 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. Principal is reserved to pay the debt in full at any time and from time to time, and monthly payments on the principal that are next due on the first day of the month following the maturity of the debt, provided that written notice of an intention to exercise such power is given at least thirty (30) days prior to payment.

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