

300 1443 0001

VA Form 28-4118 (Home Loan)
Revised September 1975. Use Optional.
Section 1510, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

SOUTH CAROLINA

FILED
GREENVILLE CO. S. C.
3 SEP 1978
CLERK OF COURTS
GREENVILLE

MORTGAGE

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

WHEREAS: Charles T. Havens and Janis L. Havens

of
Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to
Colonial Mortgage Company

, a corporation
organized and existing under the laws of Alabama, hereinafter
called 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-nine Thousand Nine Hundred Fifty and No/100-----Dollars (\$ 39,950.00), 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 delivered or mailed to the Mortgagor, in monthly installments of Three Hundred Thirty-five and 98/100-----Dollars (\$ 335.98), commencing on the first day of November, 1978, and continuing 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 October, 2008.

Now, KNOW ALL MEN, that 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville, State of South Carolina;

All that certain piece, parcel or lot of land in the State of South Carolina, Greenville County, lying on the west side of Fairmont Avenue, being shown and designated on a plat entitled Lot 90 of Brook Forest, prepared by C.C. Jones, Civil Engineer, dated October, 1959, recorded in the R.M.C. Office for Greenville County in Plat Book CCC, page 3, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 90 and 91 and running thence with the common line of said lots, N. 68-39 W. 249.3 feet, more or less, to a branch, thence with the center of said branch, (the traverse line being N. 46-47 E.) 127 feet to a point at the joint rear corner of Lots 89 and 90; thence with the common line of said lots, S. 57-20 E. 199.7 feet, more or less, to an iron pin on the west side of Fairmont Avenue; thence with the west side of said avenue, S. 21-10 W. 75 feet to an iron pin, the point of beginning.

This being the same property conveyed unto the Mortgagor herein by deed from Margaret P. Yeargin, of even date to be recorded herewith.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this Mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration within sixty (60) days from the date the loan would normally become eligible for such guaranty, the Mortgage herein may, at its option, declare all sums secured by this Mortgage immediately due and payable.

The mortgaged premises includes the range or counter top unit, dishwasher and partial wall-to-wall carpeting.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;

GCTD
--- 1 SE 25 78 777

3.5001

4328 RV-2

STATE TAX 16.00