

P. O. Box 2571
Montgomery, Alabama 36105

FILED
GREENVILLE MORTGAGE

Feb 12 12 49 PM '79

1457 320
The National Housing Act
12 U.S.C. 1701-1709

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, **Thomas E. Keith**

Greenville, South Carolina

hereinafter called the Mortgagor, sendeth 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 incorporated herein by reference, in the principal sum of **Thirty-Seven Thousand Five Hundred Fifty and no/100** Dollars (\$ **37,550.00**), with interest from date at the rate of **Seven and three quarters** per centum (**7 3/4**) per annum until paid, said principal and interest being payable at the office of **Colonial Mortgage Company** **P. O. Box 2571** in **Montgomery, Alabama** or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Sixty-Nine and 23/100** Dollars (\$ **269.23**), commencing on the first day of **April** **1979** 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 **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 Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bestowed, 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 on the southwestern side of Elizabeth Drive, near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 331 of a Subdivision known as Cherokee Forest, plat of which is recorded in the RMC Office for Greenville County in Plat Book EE at Page 79, said lot having such metes and bounds as shown thereon.

This is the identical property conveyed to the Mortgagor herein by deed of James M. Polk, Jr., of even date, to be recorded herewith.

Also included in this mortgage are the range or countertop unit and wall-to-wall carpet located upon the mortgaged premises.

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Together with all and singular the rights, incidents, 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 which may hereafter accrue, and which may hereafter be 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 hereinafter 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 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 whosoever 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 payment.

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