

MORTGAGE
GREENVILLE CO. S. C.

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

APR 3 4 23 PM '79

STATE OF SOUTH CAROLINA, }
COUNTY OF Greenville } ss: DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Wendall P. Case and Nancy G. Case

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 incorporated herein by reference, in the principal sum of Forty-four Thousand Six Hundred Fifty and No/100 Dollars (\$ 44,650.00), with interest from date at the rate of nine and one-half per centum (9 1/2 %) per annum until paid, said principal and interest being payable at the office of Colonial Mortgage Company in Montgomery, Alabama P. O. Box 2571 or at such other place as the holder of the note may designate in writing, in monthly installments of

Three Hundred Seventy Five and 51/100 Dollars (\$ 375.51), commencing on the first day of June, 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 May 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 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 on the northwestern side of Bunker Hill Road, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot 109 of a subdivision known as Canebrake I, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5-D, at page 95, and according to said plat, has the following metes and bounds to wit:

BEGINNING at an iron pin on the northwestern side of Bunker Hill Road, joint front corner of Lots 109 and 110, and running thence with joint line of said lots, N. 61-41 W. 164.48 feet to an iron pin; running thence N. 26-50 E. 40 feet to an iron pin; thence continuing N. 55-28 E. 82.95 feet to an iron pin, joint rear corner of lots 108 and 109; running thence with the joint line of said lots, S. 40-02 E. 154.33 feet to an iron pin on Bunker Hill Road; running thence with Bunker Hill Road in a southwesterly direction 59.1 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagors herein by Deed of United Builders, Inc. to be recorded simultaneously herewith.

Also included as security is a range and dishwasher located in the residence. I certify that the within is a true and correct copy of the original.

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(LS)

Notary Public for South Carolina

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 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 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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