

GREENVILLE CO. S. C.

1979

WISLEY

MORTGAGE

1979-10-17
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:

TOMMY U. WHITMORE and EFFIE H. WHITMORE of Greenville, South Carolina hereinafter called the Mortgagor, sends 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 TWO THOUSAND SEVEN HUNDRED FIFTY & no/100---Dollars (\$ 32,750.00),

with interest from date at the rate of Ten per centum (10 %) per annum until paid, said principal and interest being payable at the office of Colonial Mortgage Company in Montgomery, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Eighty-seven and 55/100-----Dollars (\$ 287.55), commencing on the first day of October, 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 September, 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 State of South Carolina:

All that piece, parcel or lot of land situate in the State of South Carolina, County of Greenville, on the northeastern side of Westwood Drive, being known and designated as Lot No. 25, as shown on a Plat of Westwood Subdivision, Section I, made by Piedmont Engineers, March 26, 1970, and recorded in the RMC Office for Greenville County, in Plat Book 4-F, at Page 21, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Westwood Drive, at the joint front corner of Lots 25 and 26; thence with the common line of said Lots N. 45-21 E. 135.5 feet to an iron pin; thence continuing N. 47-39 E. 20.0 feet to an iron pin; thence running S. 42-21 E. 109.55 feet to an iron pin at the joint rear corner of Lots 24 and 25; thence with the common line of said Lots S. 47-23 W. 153.0 feet to an iron pin on the northeastern side of Westwood Drive; thence with the line of said Westwood Drive N. 43-33 W. 105.0 feet to the point of beginning.

Derivation: Alton R. Ramsey, Jr., et al
Deed Book 1109 Page 545
Recorded August 17, 1979

OFFICE OF THE CLERK OF THE COURT
GREENVILLE COUNTY, SOUTH CAROLINA
RECORDED
1979 OCT 17 11 12 AM

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 an interest on the indebtedness evidenced by the said note, at the times and in the manner herein 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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