

U.S.C.

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MORTGAGE

WITH DEFERRED INTEREST AND IN- CREASING MONTHLY INSTALLMENTS

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

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ABEL W. WALTON, JR. AND PEGGY Y. WALTON of
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 **SIXTY THOUSAND AND NO/100** Dollars (\$ 60, 000. 00),

with interest from date at the rate of **TEN AND ONE-HALF** per centum (10-1/2 %) 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 **ACCORDING TO SCHEDULE A ATTACHED TO SAID NOTE** commencing on the first day of **DECEMBER**, 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 **NOVEMBER, 2009. DEFERRED INTEREST SHALL BE ADDED TO THE PRINCIPAL BALANCE MONTHLY AND SHALL INCREASE THE PRINCIPAL BALANCE***

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 in the State of South Carolina, County of Greenville, in the City of Mauldin, being known and designated as Lot No. 173 on plat of Forrester Woods, Section 4, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4-R, at Page 68, and a more recent survey by R. B. Bruce dated September 10, 1979, and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at a point on the southwest side of Pheasant Trail at the joint front corner of Lots No. 172 and 173 and running thence with the common line of said Lots, S. 48-12 W., 163.6 feet to a point at the joint rear corner of said Lots; thence turning and running S. 57-18 E., 150 feet to a point at the joint rear corner of Lots Nos. 173 and 174; thence turning and running with the common line of said Lots, N. 16-33 E., 142.2 feet to the joint front corner of said Lots on Pheasant Trail; thence running with said Pheasant Trail, N. 39-45 W., 70 feet to the point of beginning.

STATE OF SOUTH CAROLINA
DECEMBER 1979

***TO NOT MORE THAN \$63,648.00.**

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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