

GREENVILLE FILED MORTGAGE

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, ON OCTOBER 26, 1979, AT 4:57 PM.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

OCT 26 4 57 PM '79  
CONNIE S. TALKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Stewart L. Smith

Greenville, South Carolina

hereinafter called the Mortgagor, send(s) greetings

WHEREAS, the Mortgagor is well and truly indebted unto Colonial Mortgage Company (which has a mailing address of P. O. Box 2571, Montgomery, Alabama 36105)

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 Fifty-Seven Thousand One Hundred and No/100----- Dollars (\$ 57,100.00)

DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$60,571.68

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 in Montgomery, Alabama or at such other place as the holder of the note may designate in writing, in monthly installments of ACCORDING TO THE SCHEDULE ATTACHED TO SAID NOTE commencing on the first day of December 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 November, 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 certain piece, parcel, or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 173, Heritage Lake Subdivision, according to a plat prepared of said subdivision by Heaner Engineering Company, Inc., and which said plat is recorded in the REC Office for Greenville County, South Carolina, in Plat Book 4-R, at Page 81; and according to a more recent survey prepared of said property by Carolina Surveying Company, Inc., October 17, 1979, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Steeple Chase Court, joint front corner with Lot 172 and running thence with the common line with said Lot, S. 88-02-10 W. 240.61 feet to a point on the edge of Lake Horseshoe; thence running with the edge of said Lake, the traverse being: N. 6-09-41 E. 177.02 feet to a point; thence running with the common line with Lot 174, S. 81-48-04 E. 223.58 feet to a point on the edge of Steeple Chase Court; thence running with the edge of said Court, S. 3-10-55 W. 48.15 feet to a point on the edge of said Court; thence continuing with the edge of said Court, S. 1-49-58 E. 88.45 feet to a point on the edge of said Court.

The within property is the identical property conveyed to the Mortgagor herein by deed of W. N. Leslie, Inc., of even date herewith and which said deed is being recorded simultaneously with the recording of this instrument.

Together with all and singular the rights, members, hereafterments, and appurtenances to the same belong 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 that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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