

MORTGAGE

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This instrument is subject to the provisions of the National Housing Act.

FILED
GREENVILLE CO. S.C.
OCT 29 10 16 AM '79
GREENVILLE S.C. DEPT. OF RECORDS & ADMINISTRATION

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, JAMES G. HARTING

Greenville, South Carolina

of
hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **COLONIAL MORTGAGE COMPANY**
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 **Thirty-six Thousand Five Hundred and No/100** Dollars (\$ **36,500.00**).

with interest from date at the rate of **eight** per centum (**8** %)
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 Sixty-seven and 91/100** Dollars (\$ **267.91**),
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 piece, parcel or lot of land in Greenville County, South Carolina, on the southern side of Topsail Court, being shown as Unit 91 on plat of SHEET ONE, HARBOR TOWN, recorded in the REC Office for Greenville County, South Carolina, in Plat Book 5-P, pages 13 and 14, and having such retes and bounds as shown thereon.

This is that property conveyed to Mortgagor by deed of Julia A. Madlin dated and filed concurrently herewith.

JAMES G. HARTING
MORTGAGOR

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

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