

FILED
GREENVILLE CO. S. C.

OCT 31 4 51 PM '79

DONNIE S. TANKERSLEY
STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

MORTGAGE

This instrument is a contract of sale of real property insured under the provisions of the National Housing Act.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Laura Jan Warner

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 the 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 Thirty-Three Thousand Seven Hundred and No/100ths Dollars (\$ 33,700.00).

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 P. O. Box 2571 in Montgomery, Alabama 36105 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Forty Seven and 36/100ths Dollars (\$ 247.36), 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 situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the western side of Whitehall Street being known as a portion of Lot 9 and a portion of Lot 10 of a subdivision known as Stone Land Company, Section A, a plat of which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book A, Page 341 and also shown on a plat entitled "Property of Irene Harling and Mattie Jane Harling" dated January 5, 1967 recorded in the RMC Office for Greenville County in Plat Book NNN, Page 157 and having according to said last described plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Whitehall Street and running thence along the western side of said street, S. 1-41 W. 96 feet to an iron pin; thence N. 85-39 W. 70 feet to an iron pin; thence N. 77-27 W. 70.5 feet to an iron pin; thence N. 1-41 E. 104.6 feet to an iron pin; thence S. 78-04 E. 141.4 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor by deed of Anne H. Ashmore, as Administratrix With Will Annexed of the Estate of Grace Irene Harling, dated October 31, 1979 and recorded herewith in the RMC Office for Greenville County, 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 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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