



BOOK 1498 PAGE 777

MORTGAGE PRINCIPAL AMOUNT OF THIS MORTGAGE IS \$15,331.68

SOUTH CAROLINA County of Greenville	Date of this Mortgage		
	Month Feb.	Day 5	Year 19 80

Name of Home Owner(s) and Spouse AKA Willie J. Whittaker Willie J. Whittaker, Jr. & Cassandra J. Whittaker	Residence 102 Gettysburg St., Greenville, S.C.
--	---

bound jointly and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to

Name of Contractor Southland Trane	Principal Office of Contractor Greenville, S.C.
---------------------------------------	--

its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF Fifteen Thousand Three Hundred Thirty One & 68/100th Dollars, (\$15,331.68)

SAID SUM TO BE PAID AS FOLLOWS:	Number of installments 144	Amount of each installment \$106.47	First Installment due on			Payable thereafter monthly on the 1st day of each month
			Month April	Day 1	Year 1980	

together with interest at seven (7%) per cent per annum on all matured and unpaid installments, according to a certain note(s) bearing even date herewith, and whereas the grantor desires to secure the payment of said note(s).

KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money as aforesaid, and for the better securing of the payment thereof unto the said mortgagee and also in consideration of the further sum of \$3.00 to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said mortgagee, his heirs, and assigns the following described premises in South Carolina:

Street address 102 Gettysburg St.	City/Town Greenville	County Greenville
--------------------------------------	-------------------------	----------------------

being the same premises conveyed to the mortgagor by deed of J.H. Mauldin

dated Jan. 27 1980, recorded in the office of the R.M.C. of Greenville County in Book Vol. 615 Page 469 of which the description in said deed is incorporated by reference.

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in School District 156, lying on Gettysburg Street, and being known and designated as Lot No. 15 of a subdivision known as Lincoln Court as shown on a plat thereof prepared by J. Mac Richardson, R.L.S., dated May, 1955, and recorded in the R.M.C. Office for Greenville County in Plat Book W., Page 90, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Gettysburg Street, at the joint front corner of Lots No. 13 and 15 and running thence with the joint line of said Lots, N. 45-37 W. 138.4 feet to an iron pin, the joint rear corner of Lots Nos. 13 and 15; thence with the rear line of Lot No. 15, S. 44-08 W. 77.8 feet to an iron pin; the joint rear corner Lots Nos. 15 (continued)
Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any-wise incident or appertaining.

TO HAVE AND TO HOLD ALL AND SINGULAR unto the said mortgagee, its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness as hereinbefore provided; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee in an amount not less than the actual value thereof; observe and perform all covenants, terms and conditions of any prior mortgage; pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage, and in any payment the mortgagee may pay the same and the mortgagor shall repay to the mortgagee the amount so paid together with interest at 7% per annum, said amounts to be added to the indebtedness secured by this mortgage; no building shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made upon the payment of any of the installments heretofore specified on the due date hereof, or upon default upon any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the mortgagor, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, successors and assigns, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the grantee, as a part of the debt secured hereby, and may be recovered and collected hereunder. The mortgagor waives homestead and other exemptions and appraisal rights. The mortgagor hereby authorizes the mortgagee holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

That no waiver by the mortgagee of any breach of any provision by grantor herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.

RETURN TO:
COLONIAL FINANCIAL SERVICE
P. O. BOX 6100
BIRMINGHAM ALABAMA 35202

4328 RV-2

0777