

MORTGAGE

1632 497

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

FILED
GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE
DEC 11 4 34 PM '84

TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE S. TANKERSLEY
Bruce M. Bargsten and Karin C. Bargsten

Taylor, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Colonial Mortgage Company

Alabama, a corporation hereinafter 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 SEVENTY-FIVE THOUSAND SIX HUNDRED FIFTY AND NO/100----- Dollars (\$ 75650.00).

with interest from date at the rate of 12.00 per centum (12.00 %) per annum until paid, said principal and interest being payable at the office of Colonial Mortgage Company, P.O. Box 250-C in Montgomery, Alabama 36142 or at such other place as the holder of the note may designate in writing, in monthly installments of SEVEN HUNDRED SEVENTY-EIGHT AND 44/100----- Dollars (\$ 778.44), commencing on the first day of January, 19 85, 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 December, 2014

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 on the Western side of Kindlin Way, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 9 on a plat of a Subdivision known as Fox Ridge at Pebble Creek, Phase I, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 67, and, according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Kindlin Way, the joint front corner of Lots Nos. 9 and 10, and running thence with the joint line of said Lots S. 82-19 W. 145 feet to an iron pin; running thence N. 7-41 W. 22.24 feet to an iron pin; running thence N. 4-35 W. 47.8 feet to an iron pin at the joint rear corner of Lots Nos. 8 and 9; running thence with the joint line of said Lots N. 82-19 E. 143.56 feet to an iron pin on the Western side of Kindlin Way; running thence with the Western side of said Way S. 5-04 E. 25.1 feet to an iron pin; thence continuing with said Way S. 7-41 E. 44.9 feet to an iron pin, point of beginning.

This being the same property conveyed to the mortgagors by deed of Preferred Homes, Inc. of even date to be recorded herewith.

rante/oven dishwasher, garbage disp. w/w carpet

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 and 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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